

# Exhibit A

Redacted in its entirety

# Exhibit B

Redacted in its entirety

# Exhibit C

Redacted: Pages 41 - 511

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## CONSULTING AGREEMENT

This Agreement is made and entered into as of July xx, 2020 ("Effective Date") by and between James Alexander. ("Company"), having a principal place of business at 13535 Ventura Blvd., Suite C, PMB 405, Sherman Oaks, CA 91423 and Meghan Gardler ("Consultant") having a principal place of business at 2203 Webster St, St 2, San Francisco CA 94115.

1. Engagement of Services. Company may issue Project Assignments to Consultant in the form attached to this Agreement as Exhibit A (Project Assignment). A Project Assignment will become binding when both parties have signed it and once signed, Consultant will be obligated to provide the services and to deliver the materials and deliverables as specified in each Project Assignment. The terms of this Agreement will govern all Project Assignments and services undertaken by Consultant for Company. Consultant represents, warrants and covenants that Consultant will perform the services under this Agreement in a timely, professional and workmanlike manner and that all materials and deliverables provided to Company will comply with (i) the requirements set forth in the Project Assignment, (ii) the documentation and specifications for those materials and deliverables, (iii) any samples or documents provided by Consultant to Company.

2. Compensation; Timing. Company will pay Consultant the fee set forth in each Project Assignment for the services provided as specified in that Project Assignment. The Company will reimburse Consultant's documented, out-of-pocket expenses no later than thirty (10) days after Company's receipt of Consultant's invoice, per the Company's expense policy in place at the time any such expense is incurred. Upon termination of this Agreement for any reason, Consultant will be (a) paid fees on the basis stated in the Project Assignment(s) and (b) reimbursed only for expenses that are properly incurred prior to termination of this Agreement and which are either expressly identified in a Project Assignment or approved in advance in writing by an authorized Company manager.

3. Independent Contractor Relationship. Consultant's relationship with Company is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship. Consultant shall refer to relationship with Company as encompassing "Consulting or Advisory". Consultant will not be entitled to any of the benefits that Company may make available to its employees, including, but not limited to, group health or life insurance, profit sharing or retirement benefits. Consultant is not authorized to make any representation, contract or commitment on behalf of Company unless specifically requested or authorized in writing to do so by a Company manager. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Consultant's compensation will be subject to withholding by Company for the payment of any social security, federal, state or any other employee payroll taxes. Company will regularly report amounts paid to Consultant by filing Form 1099MISC with the Internal Revenue Service as required by law.

4. Disclosure and Assignment of Work Resulting from Project Assignments.

4.1. "Innovations" and "Company Innovations" Definitions. In this Agreement, "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade

dress. "Company Innovations" means Innovations that Consultant, solely or jointly with others, creates, derives, conceives, develops, makes or reduces to practice under a Project Assignment.

4.2. Disclosure and Assignment of Company Innovations. Consultant agrees to maintain adequate and current records of all Company Innovations, which records shall be and remain the property of Company. Consultant agrees to promptly disclose and describe to Company all Company Innovations. Consultant represents, warrants and covenants that all Company Innovations shall be free and clear of any liens and encumbrances. Consultant hereby does and will irrevocably assign to Company or Company's designee all of Consultant's right, title and interest in and to any and all Company Innovations and all associated records, such assignment to occur with respect to each Company Innovation at the time the Company Innovation is first conceived, made, derived, developed, written or created, and regardless of when the Company Innovation is first conceived, made, derived, developed, written or created. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by Consultant to Company, Consultant hereby grants to Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Company Innovations. To the extent any of the rights, title and interest in and to the Company Innovations can neither be assigned nor licensed by Consultant to Company, Consultant hereby irrevocably waives and agrees never to assert the non-assignable and non-licensable rights, title and interest against Company, any of Company's successors in interest, or any of Company's customers. If any Company Innovations include any work of authorship that qualifies as a "work made for hire" as defined in subclause (2) under Section 101 of the Copyright Law of the United States (Title 17 of the United States Code, as may be amended from time to time), Company and Consultant agree that Company owns such work of authorship as a work made for hire under such section.

4.3. Assistance. Consultant agrees to perform, during and after the term of this Agreement, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure Consultant's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Company Innovations as provided under this Agreement, Consultant hereby irrevocably designates and appoints Company and Company's duly authorized officers and agents as Consultant's agents and attorneys-in-fact to act for and on Consultant's behalf and instead of Consultant to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights in, to and under the Company Innovations, all with the same legal force and effect as if executed by Consultant. The foregoing is deemed a power coupled with an interest and is irrevocable.

4.4. Consultant Out-of-Scope Innovations. If Consultant incorporates or permits to be incorporated any Innovations relating in any way, at the time of conception, reduction to practice, creation, derivation, development or making of the Innovation, to Company's business or actual or demonstrably anticipated research or development but which were conceived, reduced to practice, created, derived, developed or made by Consultant (solely or jointly) either unrelated to Consultant's work for Company under this Agreement or prior to the Effective Date (collectively, the "Out-of-Scope Innovations") into any of the Company Innovations, then Consultant hereby grants to Company and Company's designees a royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to the Out-of-Scope Innovations. Notwithstanding the foregoing, Consultant agrees that Consultant shall not incorporate, or permit to be

incorporated, any Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Innovations into any Company Innovations without Company's prior written consent.

4.5. Assignment by Employees of Consultant. Consultant covenants, represents and warrants that each of Consultant's employees who perform services under this Agreement has or will have a written agreement with Consultant that provides Consultant with all necessary rights to fulfill its obligations under this Agreement, including but not limited to the obligations of this Section 4.

5. Confidentiality.

5.1. Definition of Confidential Information. "Confidential Information" means (a) any technical and non-technical information related to the Company's business and current, future and proposed products and services of Company, including for example and without limitation, Company Innovations, Company Property (as defined in Section 6 (Ownership and Return of Confidential Information and Company Property)), and Company's information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information, marketing plans and business plans, in each case whether or not marked as "confidential" or "proprietary" and (b) any information that Company has received from others that may be made known to Consultant and that Company is obligated to treat as confidential or proprietary, whether or not marked as "confidential" or "proprietary".

5.2. Nondisclosure and Nonuse Obligations. Except as permitted in this Section, Consultant will not (i) use any Confidential Information or (ii) disseminate or in any way disclose the Confidential Information to any person, firm, business or governmental agency or department. Consultant may use the Confidential Information solely to perform Project Assignment(s) for the benefit of Company. Consultant shall treat all Confidential Information with the same degree of care as Consultant accords to Consultant's own confidential information, but in no case shall Consultant use less than reasonable care. If Consultant is not an individual, Consultant shall disclose Confidential Information only to those of Consultant's employees who have a need to know the information as necessary for Consultant to perform this Agreement. Consultant certifies that each of its employees will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Consultant shall assist Company in remedying any unauthorized use or disclosure of the Confidential Information. Consultant agrees not to communicate any information to Company in violation of the proprietary rights of any third party.

5.3. Exclusions from Nondisclosure and Nonuse Obligations. Consultant's obligations under Section 5.2 do not apply to any Confidential Information that Consultant can demonstrate (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Consultant by Company through no fault of Consultant; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Consultant by Company; or (c) was independently developed by employees of Consultant without use of, or reference to, any Confidential Information communicated to Consultant by Company. A disclosure of any Confidential Information by Consultant (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Consultant provides prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent the disclosure.

6. Ownership and Return of Confidential Information and Company Property. All Confidential Information and any materials and items (including, without limitation, software, equipment, tools, artwork, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) that Company furnishes to Consultant by Company, whether delivered to Consultant by Company or made by Consultant in the performance of services under this Agreement and whether or not they contain or disclose Confidential Information (collectively, the "Company Property"), are the sole and exclusive property of Company or Company's suppliers or customers. Consultant agrees to keep all Company Property at Consultant's premises unless otherwise permitted in writing by Company. Within five (5) days after any request by Company, Consultant shall destroy or delete electronic records of, (a) all Company Property and (b) all materials and items in Consultant's possession or control that contain or disclose any Confidential Information. Consultant will provide Company a written certification of Consultant's compliance with Consultant's obligations under this Section.

7. Indemnification. Consultant will indemnify and hold harmless Company from and against any and all third party claims, suits, actions, demands and proceedings against Company and all losses, costs and liabilities related thereto arising out of or related to (i) an allegation that any item, material and other deliverable delivered by Consultant under this Agreement infringes any intellectual property rights or publicity rights of a third party or (ii) any negligence by Consultant or any other act or omission of Consultant, including without limitation any breach of this Agreement by Consultant.

8. Observance of Company Rules. At all times while on Company's premises, Consultant will observe Company's rules and regulations with respect to conduct, health, safety and protection of persons and property.

9. No Conflict of Interest. During the term of this Agreement, Consultant will not accept work, enter into a contract or accept an obligation inconsistent or incompatible with Consultant's obligations, or the scope of services to be rendered for Company, under this Agreement. Consultant warrants that, to the best of Consultant's knowledge, there is no other existing contract or duty on Consultant's part that conflicts with or is inconsistent with this Agreement. Consultant agrees to indemnify and hold harmless Company from any and all losses and liabilities incurred or suffered by Company by reason of the alleged breach by Consultant of any services agreement between Consultant and any third party.

10. Term and Termination.

10.1. Term. This Agreement is effective as of the Effective Date set forth above and will terminate on December 31, 2020 unless renewed or terminated earlier. Any renewal will be effective for 90 days, subject to earlier termination as set forth below. A renewal by Company or Consultant must be received in writing on, or before the termination date and accepted by the other party.

10.2. Termination by Company. Except during the term of a Project Assignment, Company may terminate this Agreement without cause at any time, with termination effective fifteen (15) days after Company's delivery to Consultant of written notice of termination. Company also may terminate this Agreement (a) immediately upon Consultant's breach of Section 4 (Disclosure and Assignment of Work Resulting from Project Assignments), 5 (Confidentiality) or 11 (Noninterference with Business) or (b) immediately for a breach by Consultant if Consultant's breach of any other provision under this Agreement or obligation under a Project Assignment is not cured within ten (10) days after the date of Company's written notice of breach. Company may terminate a Project Assignment at any time upon three (3) days' prior written notice to Consultant and, in that event, Company will pay Consultant for services properly performed prior to the date of termination.

10.3. Termination by Consultant. Except during the term of a Project Assignment, Consultant may terminate this Agreement without cause at any time, with termination effective fifteen (15) days after Consultant's delivery to Company of written notice of termination. Consultant also may terminate this Agreement immediately for a material breach by Company if Company's material breach of any provision of this Agreement is not cured within ten (10) days after the date of Consultant's written notice of breach.

Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Company shall pay Consultant for services properly performed under this Agreement as set forth in each then pending Project Assignment.

10.4. The definitions contained in this Agreement and the rights and obligations contained in this Section and Sections 4 (Disclosure and Assignment of Work Resulting from Project Assignments), 5 (Confidentiality), 6 (Ownership and Return of Confidential Information and Company Property), 7 (Indemnification), 11 (Noninterference with Business) and 12 (General Provisions) will survive any termination or expiration of this Agreement.

11. Noninterference with Business. During this Agreement, and for a period of two (2) years immediately following the termination or expiration of this Agreement, Consultant agrees not to solicit or induce any employee or independent contractor involved in the performance of this Agreement to terminate or breach an employment, contractual or other relationship with Company.

12. General Provisions.

12.1. Successors and Assigns. Consultant shall not assign its rights or delegate any performance under this Agreement without the prior written consent of Company. For the avoidance of doubt, Consultant may not subcontract performance of any services under this Agreement to any other contractor or consultant without Company's prior written consent. All assignments of rights by Consultant are prohibited under this paragraph, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this paragraph, (i) a "change of control" is deemed an assignment of rights; and (ii) "merger" refers to any merger in which Consultant participates, regardless of whether it is the surviving or disappearing entity. Any purported assignment of rights or delegation of performance in violation of this paragraph is void. This Agreement will be for the benefit of Company's successors and assigns and will be binding on Consultant's permitted assignees.

12.2. Injunctive Relief. Consultant's obligations under this Agreement are of a unique character that gives them particular value; Consultant's breach of any of these obligations will cause irreparable and continuing damage to Company for which money damages are insufficient, and Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), without the need to post a bond.

12.3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

12.4. Governing Law; Forum. The laws of the United States of America and the State of California govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of

the federal and state courts located in Los Angeles County, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Los Angeles County, California, personal jurisdiction will be non-exclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

12.5. Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

12.6. Waiver; Modification. If Company waives any term, provision or Consultant's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Consultant. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.

12.7. Entire Agreement. This Agreement constitutes the final and exclusive agreement between the parties relating to this subject matter and supersedes all agreements, whether prior or contemporaneous, written or oral, concerning such subject matter.

IN WITNESS WHEREOF, the parties are signing this Project Assignment as of the later date below.

"Company"

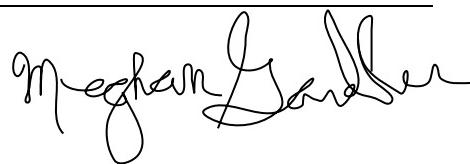
JAMES ALEXANDER

By: \_\_\_\_\_

"Consultant"

MEGHAN GARDLER

By: \_\_\_\_\_



Date: : 07/27/2020

Date: 07/27/2020

## Exhibit A

### PROJECT ASSIGNMENT

#### Services and Deliverables to be Provided

1. Marketing – provide Company with a comprehensive 30/60/90 day plan and GTM strategy to distribute crypto financial products and wealth management services. The plan will be including but not limited to the following:
  - Outline of digital marketing including email, social media, website, SEO, digital lead generation, etc.
  - Branding, value proposition, press kit.
  - Public Relations and media strategy when ready for wider launch
2. Prospects – curate lists of prospective clients.
3. Sales Support – support the development and execution of marketing plan to potential clients.
4. KPI Metrics – deliver framework for measuring performance. And criteria for payment of Bonus.

#### Milestones and Milestone Dates for Completion of the Services and Delivery of the Deliverables

#### 2020 Milestones

1. Minimum 10 hours per week.
2. 30/60/90 Day Plan due within 1 week of Effective Date.
3. KPI Metrics due within 30 days of Effective Date.
4. Weekly – KPI review to track key metrics.
5. Monthly – At least calendar monthly, a debrief session up to half-day.
6. Quarterly – review.

#### Acceptance Criteria

Consultant shall provide deliverables based on estimated dates and may from time to time revise the updated delivery dates subject to acceptance by the Company.

#### Acceptance Procedure

Consultant may provide written request for acceptance of delivery of deliverables and which Company will accept within 72 hours or provide written revisions required for acceptance.

Payment of Fees. 12,000 USDC per calendar month, paid bi-monthly in arrears to  
Meghan Gardler: Wells Fargo Bank

ACCT #: 6200019484 ROUTING: 031000503

Payment of Bonus. An annual discretionary bonus of up to 30% of annualized Fees (7.5% quarterly), payable within 30 days of each calendar quarter, will be available based on KPI Metrics. The amount payable will be at the sole discretion of the Company.

Expenses. Company will reimburse Consultant for any pre-approved expenses incurred in connection with this Project Assignment upon receipt of proper documentation of those expenses from Consultant, subject to the Company's expense policy in place at the time the expense is incurred.

# Exhibit D

1 IN THE UNITED STATES BANKRUPTCY COURT  
2 FOR THE DISTRICT OF DELAWARE  
3

4 In re: )  
5 CRED INC., et al., )  
6 Debtors. )  
7 \_\_\_\_\_ )  
8 CRED INC., CRED CAPITAL, )  
9 INC., and CRED(US)LLC, )  
10 Plaintiffs, )  
11 v. ) Case No. 20-12836 (JTD)  
12 JAMES ALEXANDER, )  
13 Defendant. )  
14 \_\_\_\_\_ )

15 VIDEOTAPED REMOTE DEPOSITION OF JAMES ALEXANDER  
16 Deponent testifying from Los Angeles, California  
17 Tuesday, February 9, 2021

18 Volume I

19  
20 Stenographically Reported By:

21 Melissa M. Villagran, RPR

22 CSR No. 12543

23 Job No. 4455511

24  
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Veritext Legal Solutions  
866 299-5127

PUBLIC VERSION: Filed April 6, 2021

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1 IN THE UNITED STATES BANKRUPTCY COURT 2 FOR THE DISTRICT OF DELAWARE 3 4 In re: _____ ) 5 CRED INC., et al., _____ ) 6 Debtors. _____ ) 7 _____ ) 8 CRED INC., CRED CAPITAL, _____ ) 9 INC., and CRED(US)LLC, _____ ) 10 Plaintiffs, _____ ) 11 V. _____ ) Case No. 20-12836(JTD) 12 JAMES ALEXANDER, _____ ) 13 Defendant. _____ ) 14 _____ ) 15 16 17 Videotaped Remote deposition of JAMES 18 ALEXANDER, Volume I, taken on behalf of Plaintiffs. 19 Deponent testifying from Los Angeles, California, 20 beginning at 12:07 p.m. and ending at 4:35 p.m. on 21 Tuesday, February 9, 2021, before Melissa M. 22 Villagran, RPR, Certified Shorthand Reporter 23 No. 12543. 24 25	1 APPEARANCES (Continued): 2 3 COUSINS LAW, LLC 4 BY: SCOTT COUSINS 5 Attorney at Law 6 1521 Concord Pike 7 Wilmington, DE 19803 8 302.549.0186 9 10 BROWN RUDNICK 11 BY: PATRICK GILMAN 12 Attorney at Law 13 601 Thirteenth Street NW, Suite 600 14 Washington, District of Columbia 20005 15 202.536.1700 16 Pgilm@brownrudnick.com 17 18 19 20 21 22 23 24 25
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1 APPEARANCES: 2 (ALL ATTENDEES APPEARING REMOTELY) 3 4 BUCHANAN INGERSOLL ROONEY 5 BY: GEOFFREY GRIVNER 6 Attorney at Law 7 50 South 16th Street, Suite 3200 8 Philadelphia, Pennsylvania 19102 9 215.665.3921 10 Geoffrey.grivner@bipc.com 11 12 For Defendants: 13 PAUL HASTINGS 14 BY: AVI LUFT 15 SCOTT CARLTON 16 Attorneys at Law 17 515 South Flower Street, #25 18 Los Angeles, California 90071 19 213.683.6105 20 Scottcarlton@paulhastings.com 21 Aviluft@paulhastings.com 22 23 24 25	1 APPEARANCES (Continued): 2 3 For U.S. Trustees: 4 OFFICE OF THE U.S. TRUSTEE 5 BY: JOSEPH McMAHON, ESQ. 6 Attorney at Law 7 1313 North Market Street 8 Wilmington, Delaware 19801 9 302.573.6277 10 Joseph.mcmahon@usdoj.com 11 12 Counsel to the Official Committee of Unsecured 13 Creditors: 14 McDERMOTT WILL & EMERY 15 BY: JOSEPH B. EVANS 16 TIMOTHY W. WALSH 17 DARREN AZMAN 18 SAMUEL ASHWORTH 19 Attorneys at Law 20 340 Madison Avenue 21 New York, New York 10173-1922 22 212.547.5400 23 jbevans@mwe.com 24 25
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12	12 Exhibit J Coinbase Account Statement 111
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17	17 PREVIOUSLY MARKED EXHIBITS
18	18 (None.)
19	19
20	20 INFORMATION REQUESTED
21	21 (None.)
22	22
23	23 INSTRUCTION NOT TO ANSWER
24	24 (None.)
25	25
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	Page 8
1 INDEX	1 Los Angeles, California, Tuesday, February 9, 2021
2	2 12:07 p.m.
3 DEPONENT EXAMINATION	3
4 JAMES ALEXANDER	4 THE VIDEOGRAPHER: Good afternoon. We're
5 Volume I	5 going on the record at 12:07 p.m. Pacific Standard 12:07:13
6 BY MR. EVANS 11	6 Time on February 9th, 2021.
7	7 Please note the microphones are very, very
8	8 sensitive and may pick up whispering. However,
9 EXHIBITS	9 please speak slowly with your voices up at all
10 DEPOSITION PAGE	10 times. 12:07:33
11 Exhibit A Wells Fargo Account Detail 42	11 Please silence all cell phones and place away
12	12 from microphones, as they can interfere with
13 Exhibit B January 31, 2021 Wells Fargo 62	13 deposition audio.
14 Bank Statement	14 Audio and video recording will continue to
15	15 take place, unless all parties agree to go off the 12:07:39
16 Exhibit C Declaration of James Alexander 68	16 record.
17	17 This is Media No. 1 of the video-recorded
18 Exhibit D Interrogatory Responses 69	18 deposition of James Alexander taken by counsel in
19	19 the matter of "In re Cred Inc. et al." filed in
20 Exhibit E Coinbase Transaction Report 74	20 United States Bankruptcy Court, the District of 12:07:58
21	21 Delaware. Case No. is 20-12836(JTD), Jointly
22 Exhibit F Temporary Restraining Order and 85	22 Administered Adversary Proceeding No. 20-51006.
23 Preliminary Injunction	23 This deposition is taking place via virtual
24	24 Zoom, and all participants are appearing remotely.
25	25 My name is Brandon Miller from the firm 12:08:26
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3 (Pages 6 - 9)

1 Veritext Legal Solutions, and I'm the videographer. 2 The court reporter is Melissa Villagran from the 3 firm Veritext Legal Solutions. I am not related to 4 any party in this action, nor am I financially 5 interested in the outcome. 12:08:39	1 I know we're virtual. 2 There's no one else in the room with you 3 today, is there? 4 A Sorry? 5 Q Is there anyone else in the room with you 12:10:40 6 today? 7 A No. No. 8 Q Okay. 9 And I know you probably have your cell phone 10 on you. I would ask that you not text or 12:10:49 11 communication with anyone while this deposition is 12 pending, unless you are speaking with your lawyer 13 during a break. 14 A Okay. 15 I'm trying to pause these incoming messages. 12:10:59 16 I'm not sure how to do it. 17 Can you just bear with me for a second? 18 MR. GRIVNER: Mr. Evans, I will note that 19 while Mr. Alexander is working on that, that the 20 scope of this deposition is limited to the order as 12:11:28 21 issued by -- by the judge previously, and I may 22 instruct the witness not to answer questions if it's 23 beyond the scope of the limited scope of the 24 deposition, as ordered by the judge in this case. 25 MR. EVANS: I'm not sure what your definition 12:11:50
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1 MR. McMAHON: Joseph McMahon, Office of the 2 United States Trustee, Wilmington, Delaware, 3 representing Andrew Vera, the United States trustee 4 for Region 3. 5 12:09:42 6 EXAMINATION 7 BY MR. EVANS: 8 Q Good afternoon, Mr. Alexander. 9 A Good afternoon. 10 Q I'm going to be asking you some questions 12:09:55 11 today, and I just want to go over some ground rules. 12 We're going to try not to speak over each 13 other. It's a little difficult on Zoom. We have a 14 court reporter here, so I'm going to try to speak 15 slowly, and I ask that you do the same. 12:10:06 16 I'm going to ask you a series of questions. 17 We ask for your full and honest answer. 18 Your lawyer is present with you today. He 19 may object to certain questions. Unless the 20 objection is on the basis of privilege, you are 12:10:19 21 required to answer those questions, and you cannot 22 consult anyone while a question is pending. 23 Do you understand that? 24 A Yes. 25 Q Okay. 12:10:33	1 is of the scope, Geoffrey, but I'll take your 2 objections as you raise them. 3 MR. LUFT: Why don't we go off the record 4 while he fixes his problem. 5 MR. EVANS: Agreed. 12:12:10 6 THE VIDEOGRAPHER: Okay. Stand by, please. 7 This marks the end of Media No. 1. Going off the 8 record at 12:12 p.m. Pacific. 9 (Recess.) 10 THE VIDEOGRAPHER: We are back on the record 12:14:17 11 at 12:14 p.m. Pacific, and this marks the beginning 12 of Media No. 2, deposition of James Alexander. 13 You may proceed, Counsel. 14 BY MR. EVANS: 15 Q Mr. Alexander, what is your full legal name? 12:14:34 16 A James Alexander. 17 Q Do you have a middle name? 18 A No middle name. 19 Q Okay. 20 So just James Alexander. 12:14:44 21 Where do you live? 22 A California. 23 Do you want to be more specific than that or? 24 Q Yes. What is your current address? 25 A My current mailing address or home address? 12:14:57
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4 (Pages 10 - 13)

1 Q Both.	1 Q Do you know how much is owed on that
2 A Current mailing address is 13535 Ventura	2 mortgage?
3 Boulevard. And that's Suite C405. That's Sherman	3 A It's -- I can -- I can give you an
4 Oaks, California 91423.	4 approximate amount. Is that what you're looking
5 Did you say you wanted my home? 12:15:21	5 for? 12:17:47
6 Q Home and business, yes, please.	6 Q Sure.
7 A The home address is 3551 Dixie Canyon Place.	7 A Approximately a million dollars.
8 That's Sherman Oaks, California 91423.	8 Q And do you have a sense as to the total value
9 Q Okay.	9 of the house, at least when you purchased it? I
10 And how long have you lived at that address? 12:15:35	10 assume it was a year ago. 12:17:55
11 A About a year.	11 A 1.260.
12 Q Where did you live prior to that?	12 Q And just -- you did purchase that a year ago,
13 A Do you -- do you want the address?	13 right?
14 Q Yes.	14 A About a year ago. I don't recall the exact
15 A The address is 4051 Finley, spelled 12:15:48	15 date. 12:18:07
16 F-i-n-l-e-y, Avenue. That's Apartment 6, Los	16 Q Do you hold a current passport?
17 Angeles, California 90027.	17 A Sorry?
18 Q And how long did you reside at that address?	18 Q Do you have a passport?
19 A Four years.	19 A I do, yes.
20 Q Prior to that? 12:16:02	20 Q When is the last time that you left the 12:18:18
21 A Prior to that. Prior to that...	21 United States?
22 Q Where did you reside?	22 A I don't -- I don't recall. I would have to
23 A Do you want the address?	23 look back at my records.
24 Q Yes.	24 Q Have you left the United States in the last
25 A The address prior to that was 427 Alma 12:16:16	25 six months? 12:18:33
Page 14	
1 Street, Palo Alto, California 94301.	1 A What month are we now? I -- I -- I would
2 Q And your current residence, do you live there	2 have to check my records. Sorry. I can't recall.
3 alone, or do you live with anyone else?	3 Q When did you first become involved with
4 A I live -- I don't live alone. I live with my	4 cryptocurrency?
5 family. 12:16:46	5 A Can -- can -- can you clarify the question? 12:18:54
6 Q Okay.	6 What do you mean?
7 Are you married?	7 Q We can take it in a few parts, then.
8 A Yes.	8 When did you first purchase cryptocurrency of
9 Q What's your spouse's name?	9 any kind?
10 A Alyiah Alexander. A-l-y-i-a-h, if you're -- 12:16:49	10 A I don't recall the exact date. I would have 12:19:09
11 Q Do you have children?	11 to look at my records.
12 A Yes.	12 Are you looking for an approximate date or?
13 Q How many?	13 Q Sure. Give me an approximate year. Give me
14 A Two.	14 a year. That's all I need.
15 Q Age? 12:17:03	15 A So are you -- are you talking about purchase 12:19:32
16 A 18 months, year-and-a-half.	16 cryptocurrency for myself, or in the contracts of my
17 Q Both of them?	17 employment? I -- I -- I'm trying to understand
18 A Yes.	18 the -- the line of question.
19 Q And your current address, do you own it? Do	19 Q I was talking when you personally first
20 you rent? What's the status? 12:17:17	20 purchased cryptocurrency either for yourself or for 12:19:48
21 A The status of our house?	21 a company. I'm just asking how long you have been
22 Q Yes.	22 involved with cryptocurrency.
23 A We own.	23 COURT REPORTER: Can we -- hold on. Can
24 Q And is there a mortgage on that house?	24 we -- hold on. Can we go off the record, please?
25 A There is, yes. 12:17:30	25 MR. EVANS: Yeah. 12:19:58
Page 15	
Page 17	

5 (Pages 14 - 17)

1 THE VIDEOGRAPHER: Stand by. Going off the 2 record at 12:20 Pacific. 3 (Recess.) 4 THE VIDEOGRAPHER: We are back on the record 5 at 12:25 p.m. Pacific, and this marks the beginning 12:25:05 6 of Media No. 3, deposition of James Alexander. 7 We also need to still swear in the witness 8 for this proceeding. Would you please do that now, 9 Madam Court Reporter? 10 COURT REPORTER: Mr. Alexander, please raise 11 your right hand. 12 Do you solemnly swear that the testimony you 13 are about to give will be the truth, the whole 14 truth, and nothing but the truth, so help you God? 15 THE DEPONENT: I do. 12:25:33 16 THE VIDEOGRAPHER: Thank you. 17 You may proceed. 18 19 JAMES ALEXANDER, 20 having been administered an oath, was examined and 12:25:34 21 testified as follows: 22 23 BY MR. EVANS: 24 Q When did you first purchase cryptocurrency? 25 A Could you clarify the question? Is it for 12:25:41	1 is, but prior to Cred, did you work at any companies 2 that had any involvement with cryptocurrency 3 whatsoever? 4 A I -- I don't know. I -- I can't answer that 5 question. There were companies that dealt in crypto 12:27:16 6 and I wasn't aware of them dealing in crypto. I 7 can't -- I can't confirm or answer that question. 8 Q Okay. 9 We'll go the long way then. 10 Where did you go to college? 12:27:27 11 A Where did I attend or where did I graduate 12 from? 13 Q Where did you graduate? 14 A At Western University. 15 Q Where did you work after that? 12:27:39 16 A I worked in financial services. 17 Q What company did you work for after college? 18 A I don't have my résumé in front of me. I 19 can't answer that without my full résumé. 20 Q You don't remember your first job out of 12:27:51 21 college? Is that what you are saying today? 22 A That is correct. It was 20-some years ago, 23 30 years ago. 24 Q What about your second job out of college? 25 Do you remember that, or you don't remember that 12:28:08 Page 18 Page 20
1 myself or for company as directed by me or as done 2 by me directly? 3 Q Let's do them both ways. When did you first 4 purchase cryptocurrency for yourself? 5 A I -- I don't recall. I would have to look 12:25:58 6 back at my records. 7 Q Can you give me a ballpark? What year? 8 A Approximately 2020 is my -- but I -- that's 9 an estimate. 10 Q Okay. 12:26:11 11 So prior to 2020, you don't recall purchasing 12 any cryptocurrency for yourself? 13 A That's correct. 14 Q When is the first time that you worked in a 15 company that was in the cryptocurrency industry? 12:26:27 16 A The first time I worked. Was employed? 17 Q Worked, employed, yeah, sure. 18 A August of 2018. 19 Q Okay. 20 So is that when you were hired at Cred? 12:26:46 21 A That's right, yes. 22 Q So prior to Cred, you hadn't worked with any 23 companies that dealt in cryptocurrency? 24 A Can you be more specific? 25 Q I'm -- I'm not sure what the misunderstanding 12:27:04	1 either? 2 A I -- I don't recall. I would need to access 3 my résumé or -- or my -- my records. 4 Q Did you work at Goldman Sachs from 1990 to 5 1992? 12:28:24 6 A I was a -- I had an internship at Goldman 7 Sachs at -- I don't recall the dates, though. 8 Q Did you work at RBC Capital Markets from 1993 9 to 1996? 10 A I -- I don't recall. I -- I believe that 12:28:38 11 company was acquired. Isn't RBC -- wasn't that the 12 acquirer of a company that I worked at previously? 13 Q I'm not sure. I'm looking at your LinkedIn, 14 Mr. Alexander, that you -- that you control that's 15 on your Website. 12:28:58 16 A Often -- oftentimes, the companies are 17 acquired, so I can't confirm that. 18 Q Okay. 19 From January 2000 to January 2010, your 20 LinkedIn says you were a cofounder of Alternative 12:29:10 21 Capital Associates; is that correct? 22 A That is correct. 23 Q What does Alternative Capital Associates do? 24 A Financial services. 25 Q Okay. 12:29:23

<p>1 Does Alternative Capital Associates do any 2 financial services that relate to cryptocurrency? 3 A No. 4 Q Okay. 5 Your next job was at Prosper Marketplace, 12:29:34 6 right? 7 A I believe -- I believe so. 8 Q Okay. 9 What did you do at Prosper Marketplace? 10 A I was involved in financial services. 12:29:48 11 Q Were the financial services that were 12 provided by Prosper Marketplace, did they have 13 anything to do with cryptocurrency? 14 A No. 15 Q Your next job was at The Lending Club, right? 12:30:03 16 A I don't recall. I -- I have had involvement 17 with Lending Club. I believe I was a consultant 18 there. 19 Q Okay. 20 You were then involved with Colchis Capital 12:30:16 21 Management, L.P. you were the head of business 22 development; is that right? 23 A That's right. 24 Q Did Colchis Capital Management, L.P. have 25 anything to do with cryptocurrency? 12:30:31</p>	<p>1 that. 2 Q Look, I'm just asking if you worked there. 3 Did you work there from January to -- 2015 to 4 August 2018? 5 A I don't recall. 12:31:33 6 Q What does A Capital A do? 7 A Financial services. 8 Q Do the financial services provided by A 9 Capital A have anything to do with cryptocurrency? 10 A No. 12:31:49 11 Q Okay. 12 What did you do after you left A Capital A in 13 August 2018? 14 A I was hired by Libra Credit. Also by Cyber 15 Quant PTE. 12:32:06 16 Q Okay. 17 Let's talk about Cyber Quant. What's Cyber 18 Quant? 19 A Cyber Quant is an affiliate of Libra Credit, 20 a Singapore incorporated company affiliated -- yeah, 12:32:18 21 affiliated to Libra Credit. 22 Q What was your title at Cyber Quant? 23 A I don't recall. 24 Q What were your job responsibilities at Cyber 25 Quant? 12:32:41</p>
<p>Page 22</p> <p>1 A Not to my knowledge, no. 2 Q You then worked at CircleUp from July 2013 to 3 January 2015, right? 4 A That's correct. 5 Q Did CircleUp have anything to do with 6 cryptocurrency? 12:30:40 7 A Not to my knowledge. 8 Q Okay. 9 You then worked at Direct Lending 10 Investments, L.L.C. from February 2016 to 11 October 2016, right? 12 A That's correct, yes. 13 Q Did that company have anything to do with 14 cryptocurrency? 15 A Not to my knowledge. 12:30:56 16 Q Okay. You then worked at A Capital A. You 17 were a partner there from January 2015 to 18 August 2018; is that right? 19 A I don't recall. 20 Q You were a partner less than three years ago, 12:31:09 21 and you don't recall if you worked there? 22 A I think that's the same company you were 23 referencing before. If you are going off my 24 LinkedIn, I don't know how it's chronologically 25 stacked, so I -- I can't confirm the exact dates of 12:31:24</p>	<p>Page 24</p> <p>1 A I -- I don't -- I don't recall. 2 Q This is a job that you held as recently as 3 2020, right? 4 A Yeah. These -- these were affiliated 5 companies to what eventually became Cred, so there 12:32:55 6 was some legal reason for my affiliation with Cyber 7 Quantum, but I don't recall what it was. That's why 8 I can't -- I can't answer questions. 9 Because I don't know what the legal reason 10 was for Cyber Quantum's existence and how it was 12:33:14 11 affiliated with Libra Credit, which eventually 12 became Cred. So that's -- that's the -- that's the 13 confusion, I think. 14 Q So you mentioned three entities; Libra 15 Credit. Quant -- Quanta, Quant. What was -- what 12:33:28 16 was at Quant? 17 A Cyber Quantum. 18 Q Okay. And what was the third? 19 A Which is a Singapore entity. And Libra 20 Credit, which was the predecessor company to Cred 12:33:42 21 LLC. 22 Q And you mentioned a third entity. What was 23 that third entity? 24 A I -- I don't know. Those are the entities I 25 recall mentioning. 12:33:57</p>

7 (Pages 22 - 25)

<p>1 Q Which ones?</p> <p>2 A So you want to start over?</p> <p>3 There's -- there's Libra Credit, which was a former company or was precursor company to Cred LLC.</p> <p>5 And then there was Cyber Quantum, which is a Singapore company. So maybe the confusion is in that PTE at the end, which I understand is a designation for -- local designation Singapore.</p> <p>9 Maybe that's the confusion.</p> <p>10 I -- I believe I mentioned two entities.</p> <p>11 And the third being an entity Cred LLC that became Cred LLC from Libra Credit.</p> <p>13 Q When you were hired by Cred LLC, what was your job title?</p> <p>15 A I don't recall.</p> <p>16 Q You don't recall your job title at Cred?</p> <p>17 A No, I don't. That was from 2018, right?</p> <p>18 Q You were hired in August of 2018. You don't recall what was your title was?</p> <p>20 A I -- I don't -- I don't know exactly what it was. I would have to check back.</p> <p>22 Q Were you the chief capital officer of Cred?</p> <p>23 A I -- I was eventually, yes. My title became chief capital officer of Cred. I don't -- I don't know if that -- I don't recall if that changed</p>	<p>1 Q What does financial services mean?</p> <p>2 A A provision of financial services.</p> <p>3 Q James, were you in charge of cryptocurrency trading?</p> <p>5 A Sorry. Can you repeat the question, please?</p> <p>6 Q Did you have any involvement in cryptocurrency trading at Cred?</p> <p>8 A What do you mean by "involvement"?</p> <p>9 Q James, can you answer the question? What was your job at Cred? What did you do? It's not a difficult question. This is not a trick. What was your job at Cred? What were you -- what did you have to do every day?</p> <p>14 A I provided financial services.</p> <p>15 Q That's not an answer, James.</p> <p>16 A That's the best answer I can give you based on the question.</p> <p>18 Q Okay.</p> <p>19 At Cred, what was your involvement with cryptocurrency?</p> <p>21 A Cred, the nature of Cred's business included cryptocurrency.</p> <p>23 Q And what were your responsibilities?</p> <p>24 A My responsibilities at Cred?</p> <p>25 Q Yes.</p>
<p>Page 26</p> <p>1 during my tenure there.</p> <p>2 Q And what were your duties and responsibilities at Cred?</p> <p>4 A Can you be more specific?</p> <p>5 Q What was your job at Cred?</p> <p>6 A Eventually, chief capital officer.</p> <p>7 Q As chief capital officer, what did you have to do?</p> <p>9 A Financial services.</p> <p>10 Q What were your day-to-day responsibilities?</p> <p>11 A Financial services.</p> <p>12 Q What does financial services mean to you in the context of your job at Cred?</p> <p>14 A Providing financial services.</p> <p>15 Q James, what were your responsibilities at Cred?</p> <p>17 A Financial services, quite broadly. That was -- that's my best answer. Unless you can clarify more specifically. It's -- I --</p> <p>20 (Speaking simultaneously.)</p> <p>21 BY MR. EVANS:</p> <p>22 Q James, this was your job. What did you do every day?</p> <p>24 A It was a -- a broad agreement to provide financial services, as I've said.</p>	<p>Page 28</p> <p>1 A Chief capital officer.</p> <p>2 Q That was your role.</p> <p>3 What were your responsibilities as chief capital officer?</p> <p>5 A Providing financial services.</p> <p>6 Q What were those financial services that you were providing?</p> <p>8 A Providing financial services.</p> <p>9 Q Is that your complete answer, James?</p> <p>10 A Yes.</p> <p>11 Q You understand you are here under a Court order, right? You understand that?</p> <p>13 A Yes.</p> <p>14 Q And there was an emergency application brought and a Court order issued based on the fact that millions of dollars of cryptocurrency were moved by you on January 16th and January 17th, and that's why we're here.</p> <p>19 Do you understand that?</p> <p>20 MR. GRIVNER: And I'm going to note for the record that what -- we are here today to discuss, as Judge Dorsey ordered, a deposition regarding those transfers.</p> <p>24 And I'll certainly allow background questions, but we want to limit -- the -- the -- the</p>

8 (Pages 26 - 29)

1 scope of today's deposition is limited to those  
2 transfers -- assets that were transferred from Cred  
3 Capital at that time.  
4 You can certainly answer these questions, but  
5 at some point in time, we have to focus on the -- 12:39:08  
6 the issues which Judge Dorsey ordered us -- this  
7 deposition to -- to relate to today.  
8 MR. EVANS: Geoffrey, the -- the Court  
9 ordered the deposition based on the transfers that  
10 Alexander made, all his personal assets, everything 12:39:24  
11 he did at Cred, all -- everything in relation to the  
12 transfers that he made at Cred.  
13 I mean, the Court says it's time for  
14 Mr. Alexander to start answering some difficult  
15 questions and do so in a way that gives the parties 12:39:35  
16 and the Court the ability to understand what's going  
17 on here.  
18 And I asked Mr. Alexander, "What was your job  
19 at Cred?" He says, "financial services," and  
20 refuses to answer. 12:39:47  
21 Okay?  
22 MR. GRIVNER: And -- and I'm -- I'm  
23 instructing him to answer that question to the best  
24 of his ability.  
25 MR. EVANS: Thank you. 12:39:53

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1 A No. I am saying that I provided financial  
2 services, and that to answer your question, we need  
3 to reference the job description in my employment  
4 agreement.  
5 Q I'm asking you for your recollection, James. 12:41:09  
6 You worked there for two years. What were your job  
7 responsibilities at Cred?  
8 A I -- I can't provide you with a more precise  
9 answer from what I've provided.  
10 MR. EVANS: Can we go off the record for a 12:41:21  
11 second?  
12 COURT REPORTER: All counsel in agreement?  
13 MR. GRIVNER: Yes.  
14 MR. LUFT: Sure.  
15 THE VIDEOGRAPHER: Stand by, please. This 12:41:33  
16 marks the end of Media No. 3. Going off the record  
17 at 12:41 p.m. Pacific.  
18 (Recess.)  
19 THE VIDEOGRAPHER: We are back on the record  
20 at 12:48 p.m. Pacific, and this marks the beginning 12:48:31  
21 of Media No. 4 in the deposition of James Alexander.  
22 You may proceed, Counsel.  
23 BY MR. EVANS:  
24 Q Mr. Alexander, what were your job  
25 responsibilities at Cred? 12:48:43

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1 BY MR. EVANS:  
2 Q Mr Alexander, let's try it again.  
3 What was your job --  
4 A The only way to answer that question is by  
5 having access to my employment agreement, which 12:39:58  
6 has -- should have an attachment discussing my job  
7 description. I don't have access to that.  
8 Q James, you worked at Cred for two years. You  
9 transferred millions of dollars of cryptocurrency  
10 from Cred. You were involved with trading and 12:40:13  
11 strategy and hedging, and you were on the investment  
12 committee, and we all know this. It's not a secret.  
13 So just answer the question. What were your  
14 job responsibilities at Cred?  
15 A I can't answer that without having my job 12:40:27  
16 description in front of me. I don't have access to  
17 it. You have access to those records. I -- if you  
18 could provide the employment agreement with the job  
19 description, I would be happy to review it to  
20 confirm or add any detail to what my exact role 12:40:40  
21 and -- and day-to-day functions were.  
22 Q Okay. So, James, your testimony today is  
23 that for two years you worked at Cred, but you  
24 cannot remember a single thing that you did at Cred?  
25 Is that what you are saying? 12:40:55

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1 A You know, I -- while we were off the record,  
2 I was able to pull up some documents which, you  
3 know, this is -- we need to have access to a  
4 substantial amount of documents to -- for me to  
5 accurately answer your questions, which -- which I 12:48:58  
6 want to do, but I need to have access to the  
7 documents.  
8 So I have a copy of my original advisory  
9 agreement here. So to clarify my relationship with  
10 Cyber Quantum PTE, Limited -- so I'll spell that 12:49:10  
11 out. It's C-y-b-e-r. Next word Quantum,  
12 Q-u-a-n-t-u-m. Next word PTE, period. LTD period.  
13 So it would appear I was a consultant to  
14 Cyber Quantum PTE Limited starting on the 7th of  
15 July 2018, which eventually led to my employment 12:49:36  
16 with Libra Credit thereafter.  
17 So in this advisory agreement, there's a very  
18 specific description of my role, and I can review  
19 those. I'm not sure what the best way to do that  
20 is. To just talk through them or provide you with 12:49:58  
21 the agreements?  
22 Q I just want to know what your role was at  
23 each of these companies, what were your daily  
24 responsibilities?  
25 A So -- and -- and to answer your question, my 12:50:11  
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9 (Pages 30 - 33)

<p>1 role at Cyber Quantum was effectively the same as 2 the role at Cred. So these -- these lists of 3 descriptions that I'm going to provide you right now 4 of my role is substantively the same as it was at 5 Cred. 12:50:32</p> <p>6 So I hope you understand I'm endeavoring to 7 answer your questions, but I need to answer them 8 accurately, and for that, I will need access to 9 documents.</p> <p>10 So I'll start with what my job description 12:50:42 11 was at Cyber Quant PTE, and we can go from there, if 12 that makes sense.</p> <p>13 Q I just want your recollection, James. I want 14 your recollection of what your job responsibilities 15 were at Cred. 12:50:59</p> <p>16 A Sure.</p> <p>17 Q And what your scope of job responsibilities 18 were at Cyber Quantum. That's what I'm asking.</p> <p>19 A So No. 1 was to obtain and structure credit 20 facilities for the company. Leveraging our 12:51:05 21 advisors' network of contacts.</p> <p>22 The second activity was to actively work with 23 the executive team to formulate an overall credit 24 and funding strategy to the company.</p> <p>25 Third was to assist the company in finding 12:51:21 Page 34</p>	<p>1 asset management services.</p> <p>2 Q And what was your responsibility at Cred 3 Capital?</p> <p>4 A I was the president and sole director.</p> <p>5 Q Okay. What were you in charge of? 12:53:12</p> <p>6 A What was I in charge of.</p> <p>7 I -- I can provide you with my title, but is 8 that not sufficient? Are we going to go into one of 9 these circular discussions again?</p> <p>10 Q Well, I hope not. 12:53:31</p> <p>11 What did you have to do every day at Cred 12 Capital?</p> <p>13 A I -- I need to reference my employment 14 agreement and my job description in order to do 15 that. I don't immediately have that access, you 12:53:42 16 know, to hand.</p> <p>17 Q Okay.</p> <p>18 Let -- let -- let's do it this way. What was 19 Cred Capital's business activities from January to 20 March of 2020? 12:53:52</p> <p>21 A Sorry. January to March --</p> <p>22 Q Yep.</p> <p>23 A -- of 2020 what were Cred Capital's?</p> <p>24 Q Correct.</p> <p>25 A What were Cred Capital's. 12:54:06 Page 36</p>
<p>1 additional potential team members and employees 2 for -- from amongst my network of contacts who could 3 promote the company's business and/or interests.</p> <p>4 No. 4, assist the company in finding 5 suppliers, customers, strategic partners, and key 12:51:40 6 industry contacts amongst my network of contacts to 7 provide the company business and -- to promote the 8 company's business or interest.</p> <p>9 Lastly, it was to provide reasonable and time 10 in response to queries by the company's directors, 12:51:58 11 officers, employees on matters that -- that I'm 12 knowledgeable about.</p> <p>13 Q Did there come a time when you worked for a 14 company called Cred Capital?</p> <p>15 A Cred Capital. Yes. 12:52:09</p> <p>16 Q When was that?</p> <p>17 A Began full-time employment at Cred Capital on 18 June 1st. And prior to that, from the March or 19 April time frame, I had functional responsibilities 20 that were formalized on June 1st of 2020. 12:52:32</p> <p>21 Q What was Cred Capital?</p> <p>22 A Can you repeat the question?</p> <p>23 Q What was Cred Capital?</p> <p>24 A Cred Capital was an independently established 25 company intended to pursue financial services and 12:52:53 Page 35</p>	<p>1 Can you just repeat the question, please.</p> <p>2 Q What were the business activities of Cred 3 Capital from January 2020 to March 2020?</p> <p>4 A I don't believe Cred Capital had any business 5 operations during that quarter. 12:54:19</p> <p>6 Q Okay. So when did Cred Capital begin 7 business operations?</p> <p>8 A The second quarter of 2020.</p> <p>9 Q Okay. And what about the third quarter of 10 2020? Did Cred Capital have any business 12:54:32 11 operations?</p> <p>12 A From -- starting the third quarter of last 13 year, I pursued the business activities of Cred 14 Capital under the presumption I was the sole 15 director of Cred Capital, which I maintain I 12:54:55 16 continued to be.</p> <p>17 Q All right. So let's talk about June 2020. 18 What business activities were you pursuing in June 19 of 2020?</p> <p>20 A Sorry, guys. I'm -- I'm suffering from poor 12:55:05 21 health. I'm recovering from COVID. I -- I need to 22 take periodic breaks. So if I could ask for a -- 23 a -- a logical break point that we could take a -- a 24 short break.</p> <p>25 Q When do you need a break, Mr. Alexander? 12:55:29 Page 37</p>

10 (Pages 34 - 37)

1 A As soon as possible. I'm feeling -- I'm  
2 feeling unwell.  
3 MR. WALSH: How much time do you need?  
4 THE DEPONENT: Could you give me ten minutes?  
5 MR. WALSH: Of course, no problem. Hope you 12:55:50  
6 feel better. We'll see you in ten minutes.  
7 THE DEPONENT: Okay.  
8 THE VIDEOGRAPHER: I'm going to go off the  
9 record, Mr. Alexander. Please hold.  
10 This marks the end of Media No. 4. Going off 12:55:55  
11 the record at 12:56 p.m. Pacific.  
12 (Recess.)  
13 THE VIDEOGRAPHER: Stand by, please.  
14 We are back on the record at 1:07 p.m.  
15 Pacific. This marks the beginning of Media No. 5 in 01:07:25  
16 the deposition of James Alexander.  
17 You may proceed, Counsel.  
18 BY MR. EVANS:  
19 Q Mr. Alexander, we're going to jump ahead a  
20 little bit. 01:07:38  
21 Do you recall attending a hearing in the  
22 bankruptcy court on Wednesday?  
23 A Joe, before you get started, I can't find my  
24 medication for some reason, so maybe we could just  
25 plan for 45 minutes for break. 01:07:50

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1 lawyer, and this is my first legal process of this  
2 nature, so I -- it -- it doesn't -- didn't mean  
3 anything to me.  
4 Q Did you ever see a copy of the motion papers  
5 filed by the committee asking for emergency relief 01:09:14  
6 because of cryptocurrency transactions you executed?  
7 A Sorry. Can you repeat that question?  
8 Q Did you ever see a motion filed by the  
9 committee seeking emergency relief based on  
10 cryptocurrency transactions that you executed? 01:09:34  
11 A I don't know. There's been so many legal  
12 filings going back and forth. I -- there is a lot  
13 of technical terms in there that I have no  
14 competency or ability to answer.  
15 I have literally gotten hundreds of e-mails 01:09:52  
16 since this -- since this Wednesday hearing. Not a  
17 lot of it means much to me. I'm trying to sift  
18 through it. I'm trying to sift through it with  
19 counsel. But that's the best answer I can give you.  
20 Q You understand there was a motion that was 01:10:07  
21 made about you on February 3rd, right?  
22 A It was a motion -- no, I don't know that.  
23 Q Okay.  
24 You provided through your counsel copies of a  
25 Wells Fargo bank account. 01:10:26

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1 Is that agreeable to everyone?  
2 Q You want to take a break at 4:52 is what  
3 you're saying?  
4 A Approximately every 45, minutes. If I'm  
5 feeling any -- if I'm feeling unwell, I'll -- 01:08:06  
6 I'll -- I'll raise my hand, but that's fine. Just  
7 for your sort of flow. That would be helpful.  
8 Q No. I appreciate that, and that's fine. So  
9 let's -- let's say we'll take a break in 45 minutes  
10 at 4:53. 01:08:20  
11 Okay?  
12 So on February 3rd, 2021, you attended a  
13 bankruptcy court hearing via Zoom.  
14 Do you remember that?  
15 A Yes. 01:08:33  
16 Q And during that hearing, Counsel for the  
17 Committee indicated there would be an emergency  
18 motion concerning two transactions by you.  
19 Do you remember that?  
20 A No, I don't recall that. 01:08:45  
21 Q Do you recall that during that bankruptcy  
22 court hearing that an emergency motion will be made  
23 about you?  
24 A I remember reference to that, but I'm -- I --  
25 I have no idea what it means. I'm -- I'm not a 01:09:01

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1 Do you recall that?  
2 A Yes.  
3 Q Okay.  
4 And you maintained a Wells Fargo bank  
5 account, and you said it was for Cred Capital; is 01:10:33  
6 that right?  
7 A Well, I -- I maintain bank accounts at Wells  
8 Fargo for James Alexander d/b/a James Alexander  
9 Cred.  
10 Q Okay. 01:10:48  
11 Maybe you can explain that to me. Does this  
12 bank account hold Cred Capital assets?  
13 A I -- I can't explain that to you because I  
14 don't have the ability to determine whether these  
15 are Cred Capital accounts or personal accounts. 01:11:01  
16 Q Uh-huh.  
17 A I maintain these accounts as James Alexander  
18 d/b/a James Alexander Cred. I think we need to make  
19 a determination here, but I -- I can't -- I can't  
20 make that determination. 01:11:18  
21 MR. EVANS: Mr. Ashworth, can you please  
22 share the February account details for the Wells  
23 Fargo account as produced by Mr. Alexander, Account  
24 No. 9285?  
25 ///

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11 (Pages 38 - 41)

Exhibit Exhibit B Page 13 of 60

1 (Exhibit A was marked for 2 identification and is attached 3 hereto.)  4 BY MR. EVANS:  5 Q Mr. Alexander, this is a bank account that 01:11:36 6 you produced through your counsel, and the date on 7 the top is February 7th, 2021.  8 MR. EVANS: Mr. Ashworth, if you would please 9 scroll down to the next page.  10 You could stop there. 01:11:49	1 Do you see that? 2 A So to clarify those dates, that's the posted 3 date of the transaction. That's not the date the 4 transaction -- that's not the date of the 5 transaction. That's the date of the posting of the 01:13:46 6 transaction. 7 Q Uh-huh. 8 A And postings can take many days in -- in 9 financial services, so --  10 Q Okay. 01:13:56
11 BY MR. EVANS:  12 Q On February 4th, 2021, the day after the 13 bankruptcy court hearing you attended, you 14 transferred to Alexander Custom Management \$100,000.  15 Do you see that? 01:12:02	11 So let me make the question a little -- let 12 me make the question a little easier. 13 (Speaking simultaneously.) 14 A -- transaction date, please. 01:14:01
16 A I do.  17 Q Do you intend on returning that \$100,000 to 18 the debtors?  19 A What does that mean, returning to debtors?  20 Q Will you return the money, Mr. Alexander? 01:12:18	16 A If you could -- 17 Q If you took -- 18 A If you could confirm that correction -- 19 COURT REPORTER: One at a time, please. 20 THE DEPONENT: If you could please confirm 01:14:13 21 that correction that these are the posted 22 transaction dates.
21 A To -- whom?  22 Q To the debtors, to Cred, to the persons that 23 you took it from.  24 A Well, if -- I can't answer that. I...  25 Q It's a -- it's a simple question. The 01:12:32	23 BY MR. EVANS:  24 Q You took \$60,000 in cash out of this account, 25 right? 01:14:21
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1 \$100,000 that was in the account that is now in the 2 account apparently held by Alexander Custom 3 Management, are you going to provide that \$100,000 4 back to the debtor?  5 A I will rely on advice of counsel on what to 01:12:47 6 do for any steps at this stage. I -- I do not have 7 the legal competency to determine whether I should 8 or shouldn't be transferring funds. So I'm doing 9 nothing until I have advice from counsel.  10 Q Okay. 01:13:04	1 A Can you confirm that these are the posted 2 transaction dates? Because that's an -- that's an 3 error in my confirmation. 4 Q These are your documents, Mr. Alexander. You 5 provided them to us. 01:14:33 6 I'm asking you: Did take \$60,000 out of this 7 account? 8 A And I'm asking to confirm the -- the posted 9 transaction date is what you meant when you said 10 "transaction date." 01:14:45
11 And you would -- you would admit that 12 Alexander Custom Management is an account that you 13 control, right?  14 A Can you be more specific? Is there an 15 account number or? 01:13:16	11 MR. GRIVNER: James, I'm going to instruct 12 you to answer the question that's being asked. 13 Okay. 14 Go ahead, Joe. 15 BY MR. EVANS: 01:14:54
16 Q Sure.  17 There was \$100,000 transferred out of this 18 account on February 4th, 2021 to an account held by 19 Alexander Custom Management.  20 The account Alexander Custom Management is 01:13:24 21 owned and controlled by you, right? 22 A Yes. 23 Q Okay. 24 On February 4th, 2021, there was a cash 25 withdraw of \$60,000. 01:13:35	16 Q Did you withdraw \$60,000 in cash from this 17 account? 18 A Yes. 19 Q On which day did you withdraw \$60,000 from 20 this account? 01:15:03 21 A I don't recall. 22 Q Where is that money now? 23 A It's -- it's -- it's with me. 24 Q Okay. 25 Is it in your house? 01:15:14
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12 (Pages 42 - 45)

<p>1 A No.</p> <p>2 Q Where is it?</p> <p>3 A It's -- it's kept safe.</p> <p>4 Q Where is it kept safe?</p> <p>5 A It's kept -- it's kept safe just at a 01:15:20</p> <p>6 location that I will disclose after my counsel tells</p> <p>7 me to.</p> <p>8 MR. EVANS: Mr. Grivner?</p> <p>9 MR. GRIVNER: James, I will instruct you to</p> <p>10 answer that question where those funds currently 01:15:34</p> <p>11 reside.</p> <p>12 THE DEPONENT: Okay.</p> <p>13 Those are currently in my car.</p> <p>14 BY MR. EVANS:</p> <p>15 Q Where is your car? 01:15:42</p> <p>16 A My car is -- is parked at Finley Avenue.</p> <p>17 Q What's the full address?</p> <p>18 A 4501 Finley Avenue.</p> <p>19 Q What kind of car is it?</p> <p>20 A It's a Mercedes. 01:15:57</p> <p>21 Q When did you purchase that Mercedes?</p> <p>22 A 2014.</p> <p>23 Q Okay.</p> <p>24 Why did you withdraw \$60,000 in cash from</p> <p>25 this account? 01:16:08</p>	<p>1 Q Okay.</p> <p>2 The description says (as read):</p> <p>3 "Withdrawal made in a branch</p> <p>4 store."</p> <p>5 Do you see that? 01:17:16</p> <p>6 A Yeah. Unfortunately, you -- those notations</p> <p>7 all say withdrawal, but some, if not all, of those</p> <p>8 transactions are counter checks, which is just a</p> <p>9 cheaper way to transfer directly to Wells Fargo</p> <p>10 accounts. 01:17:34</p> <p>11 And those are payments to consultants, so I</p> <p>12 would have to get back to you to see exactly who</p> <p>13 that payment was to.</p> <p>14 Q Yeah. Well, this was just last week. So</p> <p>15 let -- let's talk about it now. 01:17:46</p> <p>16 Who was this \$10,000 for?</p> <p>17 A I don't recall. There were a variety of</p> <p>18 payments there. It was -- it was either --</p> <p>19 THE DEPONENT: Can you scroll down?</p> <p>20 MR. EVANS: Go ahead. 01:18:06</p> <p>21 THE DEPONENT: Yeah. I think that's my</p> <p>22 salary payment for -- for -- yeah, I think that's a</p> <p>23 salary payment to me.</p> <p>24 BY MR. EVANS:</p> <p>25 Q So your testimony is you took out \$10,000 in 01:18:26</p>
<p>Page 46</p> <p>1 A I -- to settle the tax liability that I have,</p> <p>2 which was part of 2020 compensation.</p> <p>3 Q Okay.</p> <p>4 So you were planning on paying the tax</p> <p>5 authorities in cash? 01:16:26</p> <p>6 A I was -- I was planning -- planning on paying</p> <p>7 the tax authorities, yes. I just don't know to whom</p> <p>8 that check has to be made or how to hand over those</p> <p>9 funds, so it seemed -- it seemed the -- the right</p> <p>10 thing to do. 01:16:38</p> <p>11 Q The right thing to do is to pull out \$60,000</p> <p>12 in cash?</p> <p>13 A For a tax liability, yes, that's...</p> <p>14 MR. GRIVNER: Object to form.</p> <p>15 BY MR. EVANS: 01:16:49</p> <p>16 Q Have you ever paid your taxes in cash before?</p> <p>17 A I have, yes, my -- my property taxes.</p> <p>18 Q Okay.</p> <p>19 MR. EVANS: If you scroll down, Mr. Ashworth.</p> <p>20 BY MR. EVANS: 01:16:55</p> <p>21 Q There's a withdrawal on February 3rd, 2021 of</p> <p>22 \$10,000.</p> <p>23 Do you see that, Mr. Alexander?</p> <p>24 A Yes, and I believe that's a counter check. I</p> <p>25 don't believe that's cash. 01:17:11</p>	<p>Page 48</p> <p>1 cash to pay yourself a salary?</p> <p>2 A Well, a counter check is where -- is a -- is</p> <p>3 a check. It's not -- it -- it shows as a withdrawal</p> <p>4 made in branch, but it's not physical cash. It's --</p> <p>5 it's a -- it's a -- it's a check. It's a counter 01:18:43</p> <p>6 check.</p> <p>7 Q Okay.</p> <p>8 MR. EVANS: Can you scroll up, Mr. Ashworth,</p> <p>9 please?</p> <p>10 BY MR. EVANS: 01:18:49</p> <p>11 Q Okay.</p> <p>12 So the \$100,000 that was transferred on</p> <p>13 February 4th, the \$60,000 that was withdrawn in cash</p> <p>14 on February 4th, and the \$10,000 that was withdrawn</p> <p>15 that you say was a check written to yourself, will 01:19:03</p> <p>16 you return that to the debtor?</p> <p>17 A I'll have to take counsel on that. I can't</p> <p>18 answer.</p> <p>19 Q Okay.</p> <p>20 The \$10,000 that you say was a cashier's 01:19:13</p> <p>21 check, where is that money now?</p> <p>22 A That should have been deposited. I'll have</p> <p>23 to -- I'll have to confirm that.</p> <p>24 Q Where did you deposit it?</p> <p>25 A I would deposit it in a personal account, 01:19:34</p> <p>Page 49</p>

13 (Pages 46 - 49)

1 so...	1 So let me get this straight. You're going to
2 Q Okay.	2 take the \$60,000 in cash out of the Cred Capital
3 In what personal account?	3 bank account, you put that \$60,000 in cash, you put
4 A I don't know. I will -- I will have to get	4 it in the trunk of your car. You are then going to
5 back to you. Well, it would be my personal account, 01:19:40	5 get in your car, drive to the bank, and put the 01:23:24
6 so I -- I can answer that. It would be my personal	6 \$60,000 in cash in your personal account,
7 account.	7 (unintelligible) cash moneys?
8 Q Okay.	8 A No. The intention was always to deposit that
9 MR. EVANS: Scroll up, Sam, please.	9 cash into my account, similar to the way I do with
10 Scroll down. 01:19:52	10 counter checks, but I meant to do it the same day, 01:23:35
11 BY MR. EVANS:	11 and it just didn't happen.
12 Q The \$60,000 that's sitting in your car --	12 So I -- my intention is to deposit that
13 MR. GRIVNER: Is there a question pending?	13 money, to whomever any cash is due, I -- I'm -- I
14 I'm sorry. I'm just a little bit lost.	14 want to provide that cash, so -- but I'm -- I'm --
15 MR. ASHWORTH: This is Sam Ashworth of 01:21:42	15 I'm lost now in terms of where we stand in this 01:23:54
16 McDermott, Will & Emery for the Committee. Joe just	16 legal process, so I really need to rely on counsel,
17 got kicked off. I guess the server kicked him off.	17 and I -- I -- I haven't been able to speak with
18 He should be back. I see him now.	18 them. I haven't been able to consult with them
19 MR. GRIVNER: Got it.	19 since I've been buried in legal documents, frankly,
20 MR. EVANS: I think I'm back. Sorry about 01:21:53	20 that I've been producing, and so -- 01:24:09
21 that.	21 Q Maybe I -- maybe I can help you. This
22 Can everybody hear me?	22 account was a Cred Capital bank account. The funds
23 MR. ASHWORTH: Joe, we lost you just at the	23 in this account that were remaining have been
24 \$60,000 that's in your car.	24 transferred to the debtors because it's a Cred
25 MR. EVANS: Okay. 01:22:06	25 Capital bank account. The \$60,000 in cash that is 01:24:22
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1 Are we -- are we still on the record?	1 currently in the trunk of your car, those are the
2 COURT REPORTER: Yes.	2 debtors assets, and they need to be returned
3 BY MR. EVANS:	3 immediately.
4 Q The question is, the \$60,000 that's in your 01:22:18	4 A No. Those are liabilities that were owed to
5 car, will you drive that to your lawyer's office so	5 me, and so they're -- whatever the timing was and 01:24:36
6 that your lawyer can provide it to the debtor?	6 whatever form I took those out, I believed as a sole
7 A No. It's my intention to deposit that cash	7 director, as I continue to believe, that I am owed
8 to my personal account today.	8 that compensation for tax liabilities and salary.
9 Q So your intention is to take the \$60,000 in	9 And if I want to take them out in pennies, I can
10 cash and to put it in your personal account, right? 01:22:37	10 take them out in pennies. And so that is my 01:24:54
11 A It is, where it will be available to -- if --	11 position.
12 upon instruction, I can transfer it. It's a little	12 Q What work did you do for Cred Capital in
13 to cumbersome to -- to work with cash or -- or -- or	13 January of 2020?
14 checks for that matter.	14 A I was the sole director of Cred Capital in
15 Q Yeah, I would agree. 01:22:50	15 January 2020. 01:25:12
16 So the \$60,000 in cash that you took out of	16 Q What did you do every day? What was your
17 the Cred Capital bank account needs to be returned	17 job?
18 to the debtors immediately.	18 A Financial services.
19 Will you return the \$60,000 in cash to the	19 Q Uh-huh.
20 debtors? 01:23:00	20 You're aware that Cred Capital filed for 01:25:15
21 A I will be depositing that in my personal	21 bankruptcy in November, right?
22 account as soon as possible, which I intended to do	22 A I'm not sure of the exact date.
23 several days ago, but I -- I haven't been able	23 Q Okay.
24 to -- to get to the bank.	24 So you're aware that in January of 2020, Cred
25 Q Okay. 01:23:11	25 Capital had already filed for bankruptcy, right? 01:25:26
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Page 53	

14 (Pages 50 - 53)

<p>1 A There was a filing that occurred.</p> <p>2 UNIDENTIFIED SPEAKER: I think you mean '21,</p> <p>3 right, 2021?</p> <p>4 MR. EVANS: Yes, James. Thank you.</p> <p>5 THE DEPONENT: Can you repeat the question? 01:25:44</p> <p>6 BY MR. EVANS:</p> <p>7 Q You're aware that as of January 2021, Cred</p> <p>8 Capital had already filed for bankruptcy, right?</p> <p>9 A Well, I contend, as I continue to contend,</p> <p>10 that I'm the sole director of Cred Capital. I -- I 01:25:55</p> <p>11 believe, and this is my layman legal expertise --</p> <p>12 that there has been a judgment as of last Wednesday.</p> <p>13 But that's as much as I know.</p> <p>14 Q Okay.</p> <p>15 So just -- just so I get a clear answer. The 01:26:11</p> <p>16 \$170,000 that was transferred either to your</p> <p>17 account, to cash that's held in your car, or the</p> <p>18 \$10,000 in a check, you're not going to return that</p> <p>19 back to us today, right?</p> <p>20 A I'm taking advice from counsel on that to -- 01:26:24</p> <p>21 as to where the assets should be sent or if I was</p> <p>22 legitimately entitled to that compensation, so...</p> <p>23 Q Uh-huh.</p> <p>24 A And I will act accordingly. I will follow</p> <p>25 instructions. And that money will be deposited and 01:26:44</p>	<p>1 of your car?</p> <p>2 A I -- I -- I don't know exactly. I -- I don't</p> <p>3 know. I don't know.</p> <p>4 Q So -- so -- so you spent some of it?</p> <p>5 A I -- I don't know. I can't answer that. 01:27:59</p> <p>6 I -- I would have to -- have to defer that question.</p> <p>7 Apologies.</p> <p>8 Q Okay.</p> <p>9 You took \$60,000 out in cash a week ago, you</p> <p>10 say it's in the trunk of your car, and now you can't 01:28:09</p> <p>11 tell me how much of the 60,000 is still in the trunk</p> <p>12 of your car? Is that your answer?</p> <p>13 A Yes. I'm sorry. I -- I need to deposit it,</p> <p>14 and then I'll give you the exact number of</p> <p>15 what's -- what's -- when the deposit is made. 01:28:21</p> <p>16 Q Did you spend any of it, James? Did you</p> <p>17 spend any of it?</p> <p>18 A I don't recall. Cash -- cash is fungible.</p> <p>19 I -- I don't recall.</p> <p>20 MR. EVANS: Can you scroll down, Sam? 01:28:37</p> <p>21 Can you stop on January 28th, 2021?</p> <p>22 BY MR. EVANS:</p> <p>23 A On January 28th, 2021, there's a \$350,000</p> <p>24 transaction to Quinn Emanuel.</p> <p>25 Q What's that for? 01:28:56</p>
<p>Page 54</p> <p>1 available in current accounts, so that is my --</p> <p>2 Q Let me ask -- let me ask you this: If you</p> <p>3 were going to send that \$60,000 in cash to a</p> <p>4 personal bank account, couldn't you have wired that</p> <p>5 money to another account, as opposed to pulling it 01:27:03</p> <p>6 out in cash?</p> <p>7 A Was it cash or a counter check, though, that</p> <p>8 we're talking about?</p> <p>9 Q Your bank records?</p> <p>10 (Speaking simultaneously.) 01:27:15</p> <p>11 THE DEPONENT: (Unintelligible.)</p> <p>12 BY MR. EVANS:</p> <p>13 Q Your bank records say (as read):</p> <p>14 "Withdrawal made in a branch</p> <p>15 store: \$60,000." 01:27:20</p> <p>16 A Yes.</p> <p>17 Q Okay.</p> <p>18 You could have executed an account transfer,</p> <p>19 right, of \$60,000 to your personal account, couldn't</p> <p>20 you? 01:27:35</p> <p>21 A Yes. Yes, I could have.</p> <p>22 Q Let me ask you this, then we will -- then we</p> <p>23 will move on.</p> <p>24 Of the \$60,000 that you pulled out from this</p> <p>25 bank account, how much of that is still in the trunk 01:27:42</p>	<p>Page 56</p> <p>1 A I believe that's privileged, that -- that</p> <p>2 entry.</p> <p>3 Q No. Payments to law firms are not</p> <p>4 privileged, so what's that transaction for?</p> <p>5 A It was for legal services. 01:29:06</p> <p>6 Q Whose legal services?</p> <p>7 A That's for Dan Wheeler's legal services.</p> <p>8 Q Why are you paying for Dan Wheeler's legal</p> <p>9 services?</p> <p>10 A He's -- he asked me to indemnify him, which I 01:29:23</p> <p>11 did, and so he asked me to make that payment, which</p> <p>12 I did.</p> <p>13 Q You filed a motion to dismiss the bankruptcy</p> <p>14 case.</p> <p>15 Do you recall that? 01:29:36</p> <p>16 A Yes.</p> <p>17 Q And on January 21st, 2021, Mr. Wheeler</p> <p>18 submitted a declaration in support of your</p> <p>19 application to dismiss the bankruptcy case.</p> <p>20 Do you remember that? 01:29:53</p> <p>21 A I do not.</p> <p>22 Q Okay.</p> <p>23 Are you aware that Mr. Wheeler submitted a</p> <p>24 declaration in support of your bankruptcy -- of your</p> <p>25 motion to dismiss the bankruptcy cases? 01:30:00</p>

15 (Pages 54 - 57)

<p>1 A Yes. 2 Q Okay. 3 And one week afterwards, you wire \$350,000 to 4 Quinn Emanuel for his legal defense, right? 5 A Yes. 01:30:14 6 Q Okay. 7 When is the last time you spoke to 8 Mr. Wheeler? 9 A I don't recall. It was around the 27th 10 of -- 27th of January. 01:30:32 11 Q Okay. 12 And what did you talk about? 13 A We talked about his -- we talked about his 14 indemnification and a lawyer that he had chosen. 15 Q Okay. 01:30:49 16 And what lawyer was that? 17 A Quinn Emanuel. 18 Q And he asked you to wire \$350,000? 19 A Yes. 20 Q Okay. 01:31:01 21 Had he asked you previously to wire \$350,000? 22 A Previous to what? 23 Q To the conversation on January 27th, 2021. 24 A Can you -- can you repeat the question? 25 Q Sure. Let me rephrase. 01:31:15 Page 58</p>	<p>1 have to pull it -- I'll have to do the search for 2 it. 3 Q So can you send that to us tonight? 4 A I guess I would defer that question to Jeff 5 Grivner, if he's available. 01:32:42 6 I can send it to my lawyer. I can send it to 7 my counsel. 8 Q Okay. Okay. All right. 9 Did you pay for anybody else's lawyers? 10 A Can you be more specific? 01:32:56 11 Q Have you paid for anyone's lawyers who 12 previously worked at Cred or Cred Capital? 13 A In the context? 14 Q In any context. 15 A Ask -- sorry. Can you ask the question one 01:33:17 16 more time? Have I paid for anyone's lawyer in? 17 Q For any -- anyone that worked at Cred or Cred 18 Capital, have you paid for their lawyers, other than 19 Dan Wheeler? 20 A No. No. 01:33:40 21 Q Okay. 22 And -- 23 A Other than -- other than Wheeler, right? 24 Q Other than Wheeler, right. 25 A That's -- that's right. 01:33:50 Page 60</p>
<p>1 When was the first time Wheeler asked you to 2 pay for his lawyers? 3 A I'll have to look back on the exact date. It 4 was -- he asked me to provide him with an 5 indemnification, and I don't recall the date. 01:31:30 6 though. But if -- if you want to pause for a 7 moment, I can look back and find that document. 8 Q No. That's okay. 9 Had -- had the Wheelers spoken to you about 10 paying for his lawyers prior to January 21st, 2021? 01:31:45 11 A Any lawyers? 12 Can you -- can you -- can you -- or -- 13 Q Had Wheeler asked you to pay for any legal 14 services prior to January 21st, 2021? 15 A Yes. 01:32:05 16 Q When? 17 A I don't recall the exact date. I -- as I -- 18 as I offered, I could pull up the document, but I 19 don't recall the exact date. 20 Q What -- what document are you referring to? 01:32:11 21 A It's an indemnification document that he 22 asked me to write up. 23 Q Okay. 24 And you have it with you? 25 A It's somewhere on my -- on my computer. I'll 01:32:21 Page 59</p>	<p>1 Q Is this through -- okay. Okay. 2 Is this 350,000 the first time that you paid 3 for Dan Wheeler's lawyers? 4 A No. There was another payment made. 5 Q There was another payment? 01:34:05 6 A There was another payment around \$20,000. I 7 don't recall the date or to whom it was or the exact 8 amount, but it should -- it -- it is in the -- it is 9 in the bank records, because I considered it a 10 transaction of -- you know, as -- considered it a 01:34:24 11 transaction of Cred Capital, so... 12 Q Okay. 13 MR. EVANS: We could pull this document down, 14 Sam. 15 Sam, can you pull up the prior bank statement 01:34:49 16 from January 2021? 17 COURT REPORTER: Counsel, are we marking 18 these documents? 19 MR. EVANS: Yeah. That's Exhibit A, the 20 first one. 21 COURT REPORTER: So now we're going to B? 22 MR. EVANS: This is Exhibit B, that's 23 correct. 24 /// 25 /// Page 61</p>

16 (Pages 58 - 61)

<p>1 (Exhibit B was marked for 2 identification and is attached 3 hereto.) 4 BY MR. EVANS: 5 Q Mr. Alexander, do you have a trip planned to 01:35:13 6 Switzerland? 7 A Yeah. We scheduled -- we scheduled an event 8 there in August of this year. 9 Q Okay. 10 MR. EVANS: Can you scroll down to 01:35:34 11 January 15th, 2021 payment? 12 BY MR. EVANS: 13 Q We have an \$11,090 payment on January 15th, 14 2021. Is that for you to go to Switzerland, 15 Mr. Alexander? 01:35:53 16 A No. That's a prepayment that they required 17 for the event for the Marriott Hotel in -- or the 18 Bonvoy hotel in Geneva. 19 So it's -- yeah, these events take many 20 months to plan, so again, my role as the sole 01:36:10 21 director of -- of the company, the intention was to 22 organize a variety of -- of marketing and networking 23 events, and this -- this is one of them that -- that 24 is planned. 25 Q So you're planning on going to Switzerland to 01:36:26 Page 62</p>	<p>1 THE DEPONENT: So I have a variety of 2 consultants that I've worked with for -- since some 3 of them since July of last year to support the 4 marketing and sales effort for Cred Capital. So 5 when I refer to "we" in that context, it's the 01:37:57 6 marketing and sales consultants that are supporting 7 these events. 8 And there are supporting documents. You 9 know, e-mail campaigns that go out to people and -- 10 and other that promote these type of events. But 01:38:16 11 they are a form of business development that we 12 pursued at Cred Capital. 13 BY MR. EVANS: 14 Q You said there's a group of consultants, and 15 you were going to go on. Is this a ski trip? Is 01:38:35 16 that what this was? 17 A No. This was networking and -- and marketing 18 trip. And the locations are -- our business relies 19 on high-net-worth individuals, so the locations are 20 sometimes coincidental or -- or in places where 01:38:53 21 high-net-worth people gather. So 22 there's -- there's -- that's the only intention 23 of -- of being there versus someplace else. 24 Q Who, other than you from Cred Capital or Cred 25 Capital Consultants, attended the trip to Vail? 01:39:12 Page 64</p>
<p>1 market Cred Capital? That's your plan? 2 A No. The intention previously back in the 3 middle of January was to go to Switzerland. These 4 plans need to be revisited now based on -- on these 5 recent events. So there's no current plans to hold 01:36:44 6 that event. 7 Q When you say "based on these recent events," 8 what are you referring to? 9 A Based on the uncertainty surrounding Cred 10 Capital and the bankruptcy and these assets and my 01:36:57 11 personal situation. 12 Q On January 19th, 2021, we have a transaction 13 \$6,225.26 to Marriott Vail. 14 Were you in Vail? 15 A I was, yeah, for a -- 01:37:20 16 Q What were you doing in Vail? 17 A We organized a marketing and networking event 18 there way back in -- and I'll have to look back 19 exactly when we organized it. 20 Q Okay. 01:37:32 21 And what did you do in -- 22 MR. LUFT: Who is "we"? 23 COURT REPORTER: What? 24 MR. LUFT: I misheard. Who is -- Who is 25 "we"? 01:37:41 Page 63</p>	<p>1 A No others. 2 Q Okay. 3 So you went yourself to Vail, right? 4 A Yes. 5 Q Did I you go with anyone else? 01:39:20 6 A My wife was there also at the time. 7 Q Okay. 8 So you and your wife went to Vail? That's 9 what happened, right? 10 A Yes. 01:39:32 11 Q And the \$6,225.26, that was -- that was 12 payment for hotels and travel for you and your wife, 13 right? 14 A No. That was payment for the -- my 15 attendance at the event. 01:39:46 16 Q Uh-huh. 17 A I believe... 18 Q Let me ask you this: Did you go to Turkey on 19 December 4th, 2020? 20 A I have to look back in my records. When was 01:40:12 21 that. 22 Q I can jog your memory. You stayed at a hotel 23 on December 4, 2020 in Istanbul? 24 A Oh, yes, uh-huh. 25 Q Yeah. 01:40:23 Page 65</p>

17 (Pages 62 - 65)

<p>1 And the Cred Capital bank account paid for 2 that trip too?</p> <p>3 A Absolutely. We're -- we have a project 4 ongoing there related to international trade finance 5 using the block chain that -- that we were trying to 01:40:32 6 get involved with.</p> <p>7 Q Let me ask you this: The -- the three trips 8 that were paid for in January and December, the trip 9 to Switzerland, the trip to Vail, and the trip to 10 Istanbul -- 01:40:48</p> <p>11 A There's no trip to -- there's no trip to 12 Switzerland. You are mistaken. That's a prepayment 13 for a -- a future event.</p> <p>14 These events are planned many months in 15 advance, so there is often prepayment required, as 01:41:12 16 in the case of Vail, as in the case of Geneva, so...</p> <p>17 MR. ASHWORTH: This is Sam Ashworth again. 18 Joe just went dark, so we may have lost him. I'll 19 just ask for your patience for one more moment.</p> <p>20 MR. LUFT: Let's go off the record, then. 01:41:37</p> <p>21 THE VIDEOGRAPHER: Okay. We're in agreement 22 to go off record? Okay. Stand by.</p> <p>23 This marks the end of Media No. 5. Going off 24 the record at 1:41 p.m.</p> <p>25 (Recess.) 01:41:53</p>	<p>1 (Exhibit C was marked for 2 identification and is attached 3 hereto.)</p> <p>4 MR. ASHWORTH: Joe, just bear with me. I'm 5 having a computer issue. 01:46:08</p> <p>6 MR. EVANS: I could start with a few 7 questions while you're -- while you're working on 8 it.</p> <p>9 BY MR. EVANS:</p> <p>10 Q Mr. Alexander, in June of 2020, did you 01:46:19 11 receive 225 Bitcoin from Cred?</p> <p>12 A Yes.</p> <p>13 Q Okay.</p> <p>14 And who sent you that Bitcoin?</p> <p>15 A It was sent to me by Fireblocks. 01:46:34</p> <p>16 Q Who did you ask to --</p> <p>17 A And I think --</p> <p>18 Q Who did you ask to transfer the Bitcoin to 19 you?</p> <p>20 A I asked Daniyal Inamullah. 01:46:46</p> <p>21 Do you want me to spell that, or to you 22 have...</p> <p>23 Q I -- I think it's I-n-a-m-u-l-l-a-h.</p> <p>24 A Sorry. Say it again.</p> <p>25 I-n-a-m-u, double l, a-h. 01:47:03</p>
<p>1 THE VIDEOGRAPHER: We are back on the record 2 at 1:44 p.m. Pacific, and this marks the beginning 3 of Media No. 6 in the deposition of James Alexander. 4 You can proceed, Counsel.</p> <p>5 BY MR. EVANS: 01:44:36</p> <p>6 Q Mr. Alexander, who joined you on your trip to 7 Istanbul?</p> <p>8 A Nobody.</p> <p>9 Q Okay. And who did you meet in Istanbul?</p> <p>10 A Nobody in Istanbul. I traveled to a second 01:44:48 11 city call Mersin where the -- this agricultural 12 group is based.</p> <p>13 Q Okay.</p> <p>14 With respect to the prepayment of the 15 Switzerland trip, the Vail trip, and the Istanbul 01:45:05 16 trip, who authorized you to execute those 17 transactions out of the Cred Capital account?</p> <p>18 A I did in my role as sole director of the 19 company.</p> <p>20 MR. EVANS: Mr. Ashworth, please pull up the 01:45:33 21 declaration of James Alexander, which was filed on 22 January 6th as Exhibit 3.</p> <p>23 COURT REPORTER: Exhibit C, right?</p> <p>24 MR. EVANS: C, yes.</p> <p>25 ///</p>	<p>1 I -- I asked Daniyal Inamullah to transfer.</p> <p>2 Q And why did you ask Daniyal Inamullah to 3 transfer it to you?</p> <p>4 A Because I believed the assets were at risk, 5 and I believed I was the sole director of the 01:47:22 6 company, and that the entire actions that were taken 7 by Schatt and other executives at Cred Inc were 8 specifically an asset grab for an independent 9 company that was independently funded.</p> <p>10 So I sought to put the assets in a safe place 01:47:43 11 away from the reach of -- of -- of Cred Inc.</p> <p>12 Q When you asked Mr. Inamullah to send you the 13 225 Bitcoin, did you ask him via WhatsApp?</p> <p>14 A I -- I don't recall. I don't recall.</p> <p>15 (Exhibit D was marked for 01:48:06 16 identification and is attached 17 hereto.)</p> <p>18 BY MR. EVANS:</p> <p>19 Q Do you remember submitting interrogatory 20 responses just a few days ago on Saturday? 01:48:13</p> <p>21 A Uh-huh.</p> <p>22 MR. GRIVNER: Object to the form.</p> <p>23 COURT REPORTER: Who said that?</p> <p>24 MR. GRIVNER: Mr. Grivner.</p> <p>25 /// 01:48:38</p>

18 (Pages 66 - 69)

<p>1 BY MR. EVANS: 2 Q I'll make it easier, Mr. Alexander. 3 A Which one are you specifically referring to? 4 Q The -- 5 COURT REPORTER: Wait, wait, wait. Start 6 over, Mr. Evans. 7 BY MR. EVANS: 8 Q I said, I'll make this easier, Mr. Alexander. 9 In the document -- in the discovery request 10 we sent you, we asked on Request No. 5 (as read): 01:48:48 11 "All documents, communications, 12 and records concerning the 13 disposition of the cryptocurrency 14 transferred to you on June 24, 15 2020." 01:48:57 16 You responded (as read): 17 "Alexander is not in possession or 18 control of any responsive documents 19 based on his recollection that 20 communications were via WhatsApp, 01:49:05 21 and Alexander does not have any 22 record of the conversation? 23 A That's right. That's my recollection. 24 That's -- which number are you on? 25 Q That's Request No. 4 -- 5. 01:49:13</p>	<p>1 BY MR. EVANS: 2 Q Did you delete the WhatsApps between yourself 3 and Mr. Inamullah concerning the June 24th, 2020 4 transactions? 5 A I did not, no. 01:50:51 6 Q Okay. 7 So where are they? 8 A As I said, you could either get them from 9 Mr. Inamullah or -- my phone and my WhatsApp does 10 not retain any record of those conversations. I 01:51:02 11 don't know if his does. 12 Q Well, you had Mr. -- and -- and -- and just 13 to be clear, it was 225 Bitcoin and 200,000 USDC, 14 right? 15 A That's right, uh-huh. 01:51:20 16 Q Okay. 17 And when the funds -- when the cryptocurrency 18 was transferred from the Fireblocks account of Cred 19 to a digital wallet address, that digital wallet 20 address was actually held by another individual, 01:51:34 21 right? 22 A That's right, yeah. 23 Q So who is Christopher Giovanni Silvio 24 Spadafora? 25 A Chris Spadafora is -- is how I know him. He 01:51:43</p>
<p>Page 70</p> <p>1 A What -- Interrogatory 5, or was there 2 another? 3 Q That one was Request 5. 4 A Request 5. 5 MR. GRIVNER: If we're referring to 01:49:33 6 documents, I think that they should at the very 7 least be shared with -- with everyone, and if not, 8 marked as an exhibit. 9 THE DEPONENT: Yeah. This is correct as 10 written in Response 5, Joe. It's -- I don't have a 01:49:44 11 record of that, and I didn't -- I believe -- my 12 recollection is I sent a screenshot to Inamullah 13 when I had received the assets via WhatsApp. 14 But I don't recall how much of our 15 communication was by phone or by e-mail or by 01:50:05 16 WhatsApp. And I -- and I don't -- and I don't have 17 a record of the WhatsApp communication thread. By 18 the very nature of that communication, it -- it 19 doesn't retain a record, at least for -- on my side. 20 You may be able to get that from -- from 01:50:20 21 Inamullah. 22 But I -- I -- I can confirm that we did 23 communicate periodically and regularly by WhatsApp. 24 But I don't have a record of it. So it's -- it's 25 as -- it's -- it's -- it's as it's written there. 01:50:41</p>	<p>Page 72</p> <p>1 was a consultant to Cred Capital beginning around 2 April of 2020. 3 Q Why did you ask Mr. Inamullah to send 225 4 Bitcoin and 200,000 USD coin of Cred's 5 cryptocurrency to Chris Spadafora? 01:52:09 6 A Chris was a consultant, a trusted consultant, 7 and experienced crypto market participant, and so he 8 seemed the most appropriate person. 9 And as I recall, I wasn't in a position to 10 actually receive the cryptocurrency. I didn't have 01:52:25 11 a receiving wallet available, so yes. 12 Q Maybe we can unpack that. 13 What do you mean, you did not have a 14 receiving wallet available? 15 A I -- I didn't have -- I didn't have a wallet. 01:52:42 16 I mean, my -- my crypto trading was -- was -- 17 my -- my -- my activity in crypto was through Cred 18 Capital and through the Fireblocks network, and I 19 didn't have access to that. I was cut off from the 20 tech stack sometime before that. 01:53:04 21 Q Didn't you have a Coinbase account at that 22 time? 23 A I don't -- I don't recall. And if I did, 24 I -- I didn't think to use it. 25 Q Okay. 01:53:22</p>

19 (Pages 70 - 73)

1 MR. EVANS: Mr. Ashworth, can you please put  
2 up Coinbase Transaction History 1? I think we're at  
3 Exhibit -- we at Exhibit D, Sam?  
4 MR. ASHWORTH: This is Exhibit E, echo.  
5 (Exhibit E was marked for 01:53:44  
6 identification and is attached  
7 hereto.)  
8 BY MR. EVANS:  
9 Q This is Exhibit E. This is a Coinbase  
10 transaction history that you provided your counsel, 01:53:53  
11 and your counsel provided us. And it says your name  
12 on the top, "Transaction report for James  
13 Alexander," right?  
14 A Yes.  
15 Q And if you scroll down to the second page, 01:54:08  
16 you will see transactions dating back to 2018.  
17 Do you see that?  
18 Mr. Alexander, do you see that?  
19 A 2018. I see 2020. They're all mixed up,  
20 these dates. Is there a time -- 01:54:39  
21 Q If you look at the -- if you look at the  
22 third transaction, it's a September 25th, 2018 ether  
23 transaction, 10 ether.  
24 Do you see that?  
25 A Yeah. 01:54:50

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1 Q So you asked Inamullah to sent it to  
2 Spadafora's account because you didn't want Dan  
3 Schatt or Joe Podulka to stop you from doing so,  
4 right?  
5 MR. GRIVNER: Object to the form. 01:56:26  
6 BY MR. EVANS:  
7 Q You can answer.  
8 A Can you repeat the question, please?  
9 Q You asked Inamullah to transfer the 225  
10 Bitcoin and 200,000 USD coin to a digital wallet 01:56:44  
11 address held by Chris Spadafora to avoid Dan Schatt  
12 or Joe Podulka from stopping the transaction, right?  
13 A No, that's not correct. I asked him because  
14 I legitimately considered myself a sole director of  
15 Cred Capital, and I believed that those assets 01:57:08  
16 needed to be protected from an illegal corporate  
17 takeover.  
18 Q When you say "illegal corporate takeover,"  
19 who are you referring to?  
20 A To -- to those individuals that you 01:57:19  
21 reference, Schatt and Podulka that orchestrated an  
22 illegal takeover of Cred Capital.  
23 Q Okay.  
24 But to be clear, you did the transaction in a  
25 manner so it would not be detected by Schatt or 01:57:33  
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1 Q Okay.  
2 So on June 24th, 2020, when you asked  
3 Inamullah to transfer the cryptocurrency to Chris  
4 Spadafora, you had an open Coinbase account that  
5 could have received the Bitcoin, right? 01:55:00  
6 A Well, I -- I don't recall that. I don't  
7 recall having that account. I -- it's as simple as  
8 that.  
9 I mean, in the context of my work, I'm sure I  
10 investigated a lot of platforms, and I'm sure 01:55:12  
11 there's transactions that I don't recall.  
12 And, you know, I guess the simple answer is  
13 had I known that I had a wallet to receive them in,  
14 I -- I expect I would have received those coins  
15 directly. 01:55:31  
16 There was -- but I -- and I -- to be clear, I  
17 ordered a hardware wallet and received it, and once  
18 I received it, I asked -- I directed our consultant,  
19 Chris Spadafora, to send me those 225 coin, which he  
20 did. 01:55:56  
21 And, again, had I known I had a wallet to  
22 receive them directly, I would have, but I -- and --  
23 and clearly, from these transactions, it would  
24 appear this account has been open a lot longer than  
25 I knew. So that's the only response I can provide. 01:56:10

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1 Podulka, right?  
2 A There was -- there was never an attempt to  
3 avoid detection, but rather to put the assets in a  
4 safe place.  
5 Q Okay. 01:57:44  
6 Had you asked Dan Schatt, would he let you  
7 execute this transaction?  
8 A I can't answer that question.  
9 Q Why didn't you ask Dan Schatt if you could  
10 execute this transaction? 01:58:02  
11 A Schatt had no authorization over Cred  
12 Capital. I was the sole director.  
13 Q The Bitcoin and U.S. dollar coin were sitting  
14 in Fireblocks' accounts held by Cred Inc.; isn't  
15 that right? 01:58:15  
16 A That's not correct. They were in Fireblocks'  
17 accounts held by Cred Capital.  
18 Q Uh-huh. Okay.  
19 Did you ask Joe Podulka if you could execute  
20 this transaction? 01:58:22  
21 A Joe Podulka had no authorization.  
22 Q So you didn't ask Joe Podulka if you could  
23 execute this transaction, right?  
24 A He had no authorization. There's no reason I  
25 would ask him. 01:58:33  
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20 (Pages 74 - 77)

<p>1 Q So the answer is no, right?</p> <p>2 A The answer is as I answered it.</p> <p>3 Q So you didn't ask him?</p> <p>4 A I did not ask him, no.</p> <p>5 Q Okay. And on July 1st of 2020, you received 01:58:47</p> <p>6 this 224.899 Bitcoin, right?</p> <p>7 A On which date?</p> <p>8 Q July 1st, 2020.</p> <p>9 A That's correct.</p> <p>10 Q Okay. 01:59:00</p> <p>11 MR. EVANS: Sam, you can take down</p> <p>12 this -- this document.</p> <p>13 BY MR. EVANS:</p> <p>14 Q And when you received the 225 Bitcoin, you</p> <p>15 received it in one of your Ledger wallets, right? 01:59:11</p> <p>16 A Yes.</p> <p>17 Q And what's a Ledger wallet?</p> <p>18 A A Ledger wallet is a hardware wallet.</p> <p>19 Q Okay. What does that mean?</p> <p>20 A A hardware wallet is from -- from what I 01:59:23</p> <p>21 know, a more secure offline way to store assets.</p> <p>22 Q Okay.</p> <p>23 So on July 1st, 2020, 225 Bitcoin was</p> <p>24 transmitted to you in your Ledger wallet, and you</p> <p>25 took possession of it, right? 01:59:46</p>	<p>1 Q Sure.</p> <p>2 The California court ordered that you cannot</p> <p>3 move Cred cryptocurrency or Cred Capital</p> <p>4 cryptocurrency, correct?</p> <p>5 A I don't know. I have to consult with counsel 02:01:28</p> <p>6 if you're looking for a specific answer.</p> <p>7 Q Okay.</p> <p>8 Isn't it true that the day before the</p> <p>9 hearing, you had transferred 60 -- 65 Bitcoin out of</p> <p>10 your wallet and another 200,000 USD coin out of your 02:01:44</p> <p>11 wallet?</p> <p>12 A The former transaction I recall. The latter</p> <p>13 transaction, I do not.</p> <p>14 Q Okay.</p> <p>15 A And that former transaction was part of a 02:01:59</p> <p>16 scheduled liquidation to -- to -- to continue to</p> <p>17 fund working capital at Cred Capital, which was a</p> <p>18 pattern that continued from the moment Cred Capital</p> <p>19 received the initial equity investment through our</p> <p>20 entire tenure. 02:02:16</p> <p>21 The initial capitalization of Cred Capital</p> <p>22 was meant to be liquidated in a systematic way to</p> <p>23 provide working capital.</p> <p>24 Q Okay.</p> <p>25 Let's talk about the first transaction. 02:02:28</p>
<p>1 A That's correct, yes.</p> <p>2 Q And on -- let me make sure I get these dates</p> <p>3 right, but on June 26th, Cred fired you, right?</p> <p>4 A Cred purported to fire me.</p> <p>5 Q Okay. 02:00:09</p> <p>6 There came a time when Cred sued you in</p> <p>7 California State Court, right?</p> <p>8 A I don't -- I don't know what that means. I'm</p> <p>9 not a lawyer. I know there were various legal</p> <p>10 actions. I -- I don't know what that means. 02:00:19</p> <p>11 Q Did Cred file a lawsuit against you on</p> <p>12 July 16th, 2020 in San Mateo State Court?</p> <p>13 A I don't know. I'd have to consult with</p> <p>14 counsel. I -- I -- I'm not a lawyer.</p> <p>15 Q Do you recall a Temporary Restraining Order 02:00:48</p> <p>16 hearing occurring in California State Court on</p> <p>17 July 16th, 2020?</p> <p>18 A I do.</p> <p>19 Q I'm sorry?</p> <p>20 A Yes. 02:01:02</p> <p>21 Q Okay.</p> <p>22 And what happened at that court hearing on</p> <p>23 July 17th, 2020?</p> <p>24 A I don't recall specifically the legal terms,</p> <p>25 but can you be more specific? 02:01:15</p>	<p>1 MR. EVANS: Sam, please pull up Coinbase</p> <p>2 History 1.</p> <p>3 And what exhibit number is this, Sam?</p> <p>4 MR. ASWORTH: This is Exhibit E, Joe. E,</p> <p>5 echo. 02:02:58</p> <p>6 BY MR. EVANS:</p> <p>7 Q So the first transaction on this screen, a</p> <p>8 July 1st, 2020 transaction of ten Bitcoin.</p> <p>9 Do you see that?</p> <p>10 A Can you move a cursor or something to bring 02:03:07</p> <p>11 my attention to it otherwise?</p> <p>12 Yes, I see it now, uh-huh.</p> <p>13 Q Okay.</p> <p>14 And do you recall this July 1st, 2020</p> <p>15 transaction? 02:03:20</p> <p>16 A Not specifically, but this is an account I</p> <p>17 control, so I think we should assume that I -- I had</p> <p>18 control of these accounts.</p> <p>19 Q And so just so I get it straight, you had a</p> <p>20 Ledger wallet that held the 225 Bitcoin, and then 02:03:36</p> <p>21 you also had this Coinbase account, right?</p> <p>22 A Yes, that's correct.</p> <p>23 Q Okay.</p> <p>24 So why did you transfer ten Bitcoin from your</p> <p>25 Ledger wallet to your Coinbase account on July 1st, 02:03:51</p>

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<p>1 2020?</p> <p>2 A This was part of a systematic liquidation of</p> <p>3 those original Bitcoin that were an equity</p> <p>4 contribution to Cred Capital. It was initially 300.</p> <p>5 And they were systematically liquidated to provide 02:04:06</p> <p>6 working capital for the ongoing operations of Cred</p> <p>7 Capital.</p> <p>8 And its Coinbase was used to liquidate</p> <p>9 because it's an exchange, not a wallet, and so it's</p> <p>10 possible to actually liquidate for U.S. dollars in 02:04:20</p> <p>11 this case, the -- the Bitcoin.</p> <p>12 Q So what -- what was the capital that you</p> <p>13 needed? What was the expense that you needed to pay</p> <p>14 for that caused you to liquidate ten Bitcoin?</p> <p>15 A Well, it was -- it's systematic the way we 02:04:39</p> <p>16 liquidated, so it was establishing adequate -- what</p> <p>17 I believe to be adequate working capital to operate</p> <p>18 the business. So it was the ongoing expenses</p> <p>19 associated with Cred Capital.</p> <p>20 Q Okay. 02:04:51</p> <p>21 And this is July 1st, 2020, and you said that</p> <p>22 Cred purported to fire you on June 26, 2020, right?</p> <p>23 A From -- from which entity?</p> <p>24 Q From either entity.</p> <p>25 A Well, I was terminated on May 30th from Cred 02:05:09</p>	<p>1 Q And ultimately, James, you liquidated the 65</p> <p>2 Bitcoin and ten Bitcoin and sent it to where?</p> <p>3 A I sent it to a dedicated account.</p> <p>4 Q What is the dedicated -- the dedicated</p> <p>5 account? 02:06:54</p> <p>6 A I don't know. I'd have to get back to you on</p> <p>7 exact numbers on that.</p> <p>8 So -- actually, sorry. Can I -- can I</p> <p>9 correct that answer? I --</p> <p>10 Q Sure. 02:07:08</p> <p>11 A So, yeah, I need to refer to my records</p> <p>12 because I don't think that initial transfer was to a</p> <p>13 dedicated account, so I need to correct that. But</p> <p>14 I'm going to need to get back to you on exactly</p> <p>15 where the proceeds were transferred. I -- I don't 02:07:26</p> <p>16 have access to that -- those account numbers or that</p> <p>17 data.</p> <p>18 Q So let -- let me just understand it, that the</p> <p>19 75 Bitcoin that was liquidated at Coinbase, those</p> <p>20 proceeds were Cred Capital proceeds, right? 02:07:40</p> <p>21 A Those -- those were proceeds of an equity</p> <p>22 investment into Cred Capital, yes. Is that what you</p> <p>23 mean?</p> <p>24 Q You said you liquidated -- you liquidated</p> <p>25 them to pay for operating expenses for Cred Capital, 02:08:00</p> <p style="text-align: right;">Page 84</p>
<p>1 Inc., and I became a full-time employee of Cred</p> <p>2 Capital, Inc. on June 1st, 2020.</p> <p>3 So I was purported to have been fired on that</p> <p>4 date that you referenced from Cred Capital.</p> <p>5 Q Okay. 02:05:33</p> <p>6 A Which I believe -- I believed at the time and</p> <p>7 I continue to believe that there was no</p> <p>8 authorization by either Schatt or Podulka to fire</p> <p>9 me.</p> <p>10 Q On July 16th, 2020, there was another 65 02:05:48</p> <p>11 Bitcoin transaction.</p> <p>12 Do you see that?</p> <p>13 A Can you hover or otherwise bring my attention</p> <p>14 to it?</p> <p>15 Q It's the third transaction down the line. 02:05:59</p> <p>16 A So that was -- it -- it appears that that's</p> <p>17 65 Bitcoin received into the Coinbase account.</p> <p>18 Is that -- is that what you're referencing?</p> <p>19 Q Yes.</p> <p>20 And that 65 Bitcoin came from your Ledger 02:06:12</p> <p>21 wallet that originally received the 225 Bitcoin; is</p> <p>22 that right?</p> <p>23 A On -- yeah. On July 16th, I sent 65 Bitcoin</p> <p>24 from the Ledger hardware device to this Coinbase</p> <p>25 account. 02:06:35</p>	<p>1 right? That's the purpose for the liquidation?</p> <p>2 A That is correct, yes.</p> <p>3 Q Okay.</p> <p>4 And do you recall what date you liquidated</p> <p>5 these Bitcoin? 02:08:17</p> <p>6 A I would have to refer to the transaction log.</p> <p>7 I believe you have that in front of you. Is there</p> <p>8 any reason to doubt that, or is there another reason</p> <p>9 you are asking that question?</p> <p>10 Q Why don't we do it this way. 02:08:28</p> <p>11 MR. EVANS: Sam, can you pull up as Exhibit F</p> <p>12 the Temporary Injunction and Restraining Order filed</p> <p>13 in San Mateo Superior Court?</p> <p>14 (Exhibit F was marked for</p> <p>15 identification and is attached 02:09:00</p> <p>16 hereto.)</p> <p>17 BY MR. EVANS:</p> <p>18 Q So, Mr. Alexander, this is a Temporary</p> <p>19 Restraining Order and Preliminary Injunction that</p> <p>20 was issued on July 17th by the San Mateo State 02:09:07</p> <p>21 Court.</p> <p>22 Do you recall this document?</p> <p>23 A I do not.</p> <p>24 Q Okay.</p> <p>25 MR. EVANS: If you want to zoom in a little 02:09:14</p> <p style="text-align: right;">Page 85</p>

22 (Pages 82 - 85)

1 bit, Sam. 2 BY MR. EVANS: 3 Q You will see the plaintiffs are Cred Inc. and 4 Cred Capital and the defendant is you. 5 Do you see that? 02:09:24 6 A Okay. 7 Q Okay. 8 And do you see that the date is July 17th, 9 2020 at 2:00 p.m.? 10 Do you see that? 02:09:31 11 A Yes. 12 Q Okay. 13 And that's the same day that you sent 65 14 Bitcoin from your Ledger account to your Coinbase 15 account, right? 02:09:40 16 A No. It was the prior day, if you look at the 17 timestamps. 18 Q Oh, so you sent -- you sent it the day before 19 the hearing, you are saying? 20 A Well, that is coincidental. It was part of a 02:09:47 21 scheduled liquidation to pay for working capital 22 expenses. It's -- if you -- can you go back to the 23 Coinbase? 24 Q Sure. 25 MR. EVANS: Go back to the last exhibit, Sam, 02:10:03 Page 86	1 break. I will also note that I have a -- a 2 commitment in the next couple minutes, but by all 3 means, wrap up where -- where you are, but I would 4 ask that we have a break in the next few minutes. 5 MR. EVANS: I only have a few more questions 02:11:16 6 on this topic, and then we will be able to come to a 7 natural break in a few minutes. 8 Sam, can you scroll down just a -- just a 9 hair to the next page? 10 BY MR. EVANS: 02:11:28 11 Q Okay. 12 So just so I get this straight, 13 Mr. Alexander, you're saying that the liquidation 14 was the day before the hearing, not the day of the 15 hearing, right? 02:11:40 16 A That's what this record indicates, yes. 17 Q Okay. 18 MR. EVANS: Sam, can you please refer back to 19 the court document, the preliminary injunction order 20 from the San Mateo State Court? 02:11:47 21 BY MR. EVANS: 22 Q Mr. Alexander, do you see where it says, 23 "Verified Complaint Filed July 15, 2020"? 24 A Yes. 25 Q Okay. 02:11:58 Page 88
1 please. 2 THE DEPONENT: And so what date were those 3 assets liquidated? 4 BY MR. EVANS: 5 Q These are your records, and I'm seeing -- 02:10:18 6 A Yeah. 7 Q -- a section of 65 Bitcoin and a section of 8 ten Bitcoin. 9 A And on the 16th, the sale of those Bitcoin 10 occurred, which was fully a day before that court 02:10:27 11 action. 12 So that -- 13 MR. GRIVNER: (Unintelligible) go back. 14 THE DEPONENT: That filing I think you 15 referred to it as. 02:10:36 16 BY MR. EVANS: 17 Q Uh-huh. And just when you're talking about 18 liquidation, there's 56 Bitcoin and four Bitcoin. 19 So there's still another six, right? 20 A No. But those transactions are listed below 02:10:47 21 there. 22 Q Okay. 23 A Same date. 24 MR. GRIVNER: Mr. Alexander asked for a break 25 a while ago, or he had indicated that he needed a 02:11:03 Page 87	1 So you were sued on July 15th, 2020, and then 2 you liquidated these assets on July 16th, 2020, 3 right? 4 A Yes, that is correct. 5 Q Okay. 02:12:09 6 MR. EVANS: We can come to a break. What do 7 you think? Ten minutes? 8 MR. GRIVNER: I need slightly more time than 9 that just because of a child thing -- a child 10 commitment. Can we say 5:35? I apologize. I know 02:12:21 11 that's a little bit longer than we otherwise would, 12 but I do have this obligation, and I'm sorry. 13 MR. EVANS: Okay. It's not a problem. We 14 might need the time on the back end. 15 MR. GRIVNER: Understood. 02:12:30 16 MR. EVANS: Just so you know. 17 MR. GRIVNER: Understood. 18 So 5:35. 19 THE VIDEOGRAPHER: Okay. Going off the 20 record. Stand by. This marks the end of Media 02:12:37 21 No. 6. Going off the record at 2:12 p.m. Pacific. 22 (Recess.) 23 THE VIDEOGRAPHER: We are back on the record 24 at 2:38 p.m. Pacific, and this marks the beginning 25 of Media No. 7 in the deposition of James Alexander. 02:38:57 Page 89

23 (Pages 86 - 89)

1 You may proceed, Counsel.	1 Capital cryptocurrency.
2 MR. EVANS: Mr. Ashworth, can you please pull	2 Do you recall that?
3 up the preliminary -- the Temporary Restraining	3 A Yes.
4 Order from the California State Court?	4 Q And do you also have a Ledger -- a wallet in
5 What exhibit is that, Sam? 02:39:13	5 your Ledger accounts that hold a series of different 02:41:23
6 MR. ASHWORTH: This is F, Joe.	6 kinds of cryptocurrency that are cryptocurrency,
7 BY MR. EVANS:	7 right?
8 Q So this is Exhibit F, Mr. Alexander. This is	8 A Yes.
9 a Temporary Restraining Order from the California	9 Q And, in fact, the other day you transferred
10 State Court that we talked about previously. 02:39:29	10 some of that Cred crypto -- Cred Capital 02:41:33
11 MR. EVANS: Can you scroll down to the second	11 cryptocurrency to the debtors, right?
12 page?	12 A As much as I could, yes.
13 BY MR. EVANS:	13 Q Okay.
14 Q Under Paragraph 1, this California State	14 So following the July 16th -- July 17th, 2020
15 Court order states the following (as read): 02:39:44	15 order from the California State Court, you did, in 02:41:47
16 "Defendant and his agents are	16 fact, transfer digital assets that were Cred Capital
17 hereby ordered not to transfer,	17 digital assets, didn't you?
18 transmit, or use, or cause or permit	18 A To answer that question, can we read further
19 anyone else to transfer, transmit,	19 in this paragraph?
20 or use, any Cred and/or Cred Capital 02:39:55	20 Q Mr. Alexander, it's a simple question. Did 02:42:14
21 digital assets in their possession,	21 you transfer Cred Capital crypto after this order or
22 custody and/or control."	22 not?
23 Do you see that language, Mr. Alexander?	23 A I did, yes.
24 A Which paragraph is that?	24 Q Okay.
25 Q This is Paragraph 1. 02:40:10	25 MR. EVANS: You can take this down, Sam. 02:42:22
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1 A Yes, I see that.	1 Can you please pull up Coinbase Transaction
2 Q Okay.	2 History 1 and -- and remind the court reporter of
3 A And what are the addresses below?	3 the exhibit. Sorry. I don't have the exhibit
4 Q Mr. Alexander, were you aware of this order?	4 number in front of me.
5 A Yes. 02:40:22	5 MR. ASHWORTH: E, echo, Joe. 02:42:51
6 Q Okay.	6 MR. EVANS: Echo.
7 And you had counsel when you were defending	7 Scroll to the first page, please.
8 this Temporary Restraining Order, right?	8 BY MR. EVANS:
9 A Yes.	9 Q Mr. Alexander, these are the transactions
10 Q Okay. 02:40:32	10 that were executed on July 16th, the day before the 02:43:02
11 And this order is dated July 16th, 2020,	11 Temporary Restraining Order was issued. And if you
12 right -- July 17th, 2020? I apologize.	12 see the fourth and fifth and sixth and seventh and
13 A Yeah, July 17th.	13 eighth transaction on this page, it appears that you
14 Q Okay.	14 are liquidating the Bitcoin contained in this
15 Did you transfer, transmit, or use any Cred 02:40:43	15 Coinbase account. 02:43:18
16 or Cred Capital digital assets following July 17,	16 Is that a fair and accurate description?
17 2020?	17 A I don't recognize those transactions. I
18 A I don't know. I -- I don't recognize those	18 mean, they're -- it looks like they're one -- are
19 addresses there that are referenced.	19 they one Bitcoin each?
20 Q Do you recognize the name Cred Capital? 02:40:59	20 Q The first transaction is 4.96 Bitcoin. 02:43:28
21 A Yes.	21 Do you see that?
22 Q Do you recognize the name Cred?	22 A Yeah.
23 A Yes.	23 Q The second transaction is 56 Bitcoin.
24 Q And before the break, we were talk -- we were	24 Do you see that?
25 looking at your Coinbase account that held Cred 02:41:09	25 A Yes, I do. 02:43:42
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Page 93	

24 (Pages 90 - 93)

Exhibit Exhibit B Page 26 of 60

1 Is there any -- I'm sorry. I don't recognize  
2 any of the transactions. I -- I can't answer that.  
3 I -- I -- I don't know. I recall the original  
4 transaction, which was a systematic liquidation, but  
5 I don't recognize the smaller ones there. 02:43:53  
6 I don't know why there would be one, one,  
7 three. I -- I don't know. I -- I can't...  
8 Q Okay.  
9 But this -- this is your Coinbase account,  
10 right? These are transactions that you executed? 02:44:14  
11 A Yes.  
12 Q Okay.  
13 The -- the only thing I'm getting to is  
14 the -- the large transaction here, the 56 Bitcoin  
15 transaction, that's \$500,430.80, correct? 02:44:19  
16 A Yes.  
17 Q And then we have a series of other  
18 transactions where it appears that a total of 59 or  
19 65 Bitcoin, approximately, are -- are executed. So  
20 we have the first one -- the fourth transaction was 02:44:38  
21 4.9.  
22 Do you see that?  
23 A Yes, uh-huh.  
24 Q And then we have the sixth transaction for  
25 one, seventh transaction for another one, and then 02:44:50

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1 BY MR. EVANS:  
2 Q You have a JPMorgan Chase account, right,  
3 Mr. Alexander?  
4 A Yes.  
5 Q And, in fact, you -- you produced the account 02:46:10  
6 statements for that JPMorgan Chase account earlier  
7 this week, correct?  
8 A Absolutely, yeah.  
9 Q Okay.  
10 MR. ASWORTH: I apologize. Which date would 02:46:30  
11 you like on that?  
12 MR. EVANS: July 31st. The document is  
13 2020731-statements.  
14 MR. ASWORTH: My Adobe is crashing out. It  
15 will just be one second. I just have to close this 02:46:58  
16 part right now.  
17 MR. EVANS: Okay. Okay.  
18 What letter are we up to, Sam?  
19 MR. ASWORTH: It's G, golf.  
20 BY MR. EVANS: 02:47:40  
21 Q Mr. Alexander, as Exhibit G, this is a  
22 JPMorgan Chase statement from July 1st, 2020 to  
23 July 31st, 2020, and it has your name on the top.  
24 Do you see that?  
25 A Yes. 02:47:55

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1 some time later, we have -- we have three more, but  
2 that's not till August.  
3 So on July 16th, it appears that there's a  
4 liquidation of approximately 62 Bitcoin, correct?  
5 A That's -- that's correct. 02:45:15  
6 Q Okay.  
7 And so once you liquidated --  
8 COURT REPORTER: What's your answer?  
9 THE DEPONENT: Yes, that's correct.  
10 BY MR. EVANS: 02:45:16  
11 Q After this Bitcoin was liquidated on  
12 July -- on July 16th, where did it go?  
13 A I'm going to have to get back to you on that.  
14 I -- I don't recall where it was transferred to, but  
15 it was -- I can confirm it was transferred to an 02:45:32  
16 account controlled by me.  
17 Q Okay.  
18 A But I just don't -- I don't have the details.  
19 I'll have to get back to you.  
20 MR. EVANS: Mr. Ashworth, can you pull up the 02:45:44  
21 JPMorgan Chase account statement for July 31st,  
22 2020?  
23 (Exhibit G was marked for  
24 identification and is attached  
25 hereto.)

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1 Q Okay.  
2 And these are one of the account statements  
3 that you provided to us through your counsel, right?  
4 A Yes.  
5 Q Okay. 02:48:03  
6 MR. EVANS: And, Sam, if you could scroll  
7 down to Page 8.  
8 BY MR. EVANS:  
9 Q Do you see on Page 8, there's a July 22nd,  
10 \$500,000 credit into this account? 02:48:21  
11 Do you see that?  
12 A Uh-huh. Yes.  
13 Q Okay.  
14 And -- and just so I understand, this  
15 JPMorgan Chase account with your name on it, this is 02:48:30  
16 holding Cred Capital funds, right?  
17 A Yeah. That -- that is that's the destination  
18 account for that original transaction in Coinbase to  
19 fund -- to provide working capital for Cred Capital,  
20 yes. 02:48:46  
21 Q Okay.  
22 So everything in this account is to provide  
23 working capital for Cred Capital, correct?  
24 A Well, I -- I -- I can't confirm that to you.  
25 Is there an account number in there, something -- 02:48:56

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25 (Pages 94 - 97)

<p>1 Q It's on the top right-hand corner. It says 2 "B41716006." 3 A I -- I can't answer that question, but the 4 question I think you're getting at is have I sweeped 5 that account or provided everything in that account 02:49:10 6 to the debtors, and -- and the answer to that 7 question is yes. I mean, I don't mean to... 8 Q So on July 22nd, \$500,000 comes into this 9 JPMorgan Chase account. Is that the proceeds of the 10 Coinbase transactions that we just looked at? 02:49:27 11 A It is, yes. 12 Q Okay. 13 And it doesn't appear that this credit came 14 from Coinbase, so where did it come from? 15 A I -- I -- no. That -- I mean, as far as I 02:49:38 16 know, that came from Coinbase. 17 Q Okay. 18 In the description, it says (as read): 19 "Fedwire credit Wells Fargo Bank: 20 James Alexander Sherman Oaks, 02:49:53 21 California." 22 That's your name, right? This is your 23 account? 24 A No. I mean, as I said before, I -- I -- I 25 need to check my records, but my recollection is 02:50:02 Page 98</p>	<p>1 reviewed, the 56 Bitcoin transaction is 508,000. 2 Do you see that? 3 A Uh-huh. 4 Q After fees, it's \$500,430.80? 5 A Okay. 02:51:30 6 Q Okay. 7 So where is the rest of the proceeds? You 8 have a \$45,000 transaction, a \$10,000 transaction, 9 another \$10,000 transaction, so where is the rest of 10 it? 02:51:40 11 A I'm not following you. Can you... 12 Q On July 16th, there are four transactions at 13 which Bitcoin was liquidated. 14 A Yeah. Joe, I -- I can't answer that. I 15 don't recall. I don't know. 02:51:58 16 Q Okay. 17 So you don't know where the rest of the -- 18 where the rest of the cash proceeds were? 19 A You have all of the bank statements that you 20 have requested, and I will provide any documentation 02:52:03 21 you need, but I don't recall specifically these -- 22 these transactions you are referencing. That's as 23 much as -- as I can say. 24 Q You are aware that you were required to 25 provide all bank accounts and all bank statements 02:52:16 Page 100</p>
<p>1 that this is the account that received the initial 2 Coinbase transaction. 3 Thereafter, a dedicated account was 4 established, and that was subsequently used from 5 around August 1st onward, so... 02:50:15 6 Q When you say "a dedicated account," what do 7 you mean? 8 A I mean the Wells Fargo statements that you 9 showed me, the account ending 9235, which is the 10 James Alexander d/b/a James Alexander Cred account. 02:50:28 11 Q Okay. 12 So what about this Wells Fargo account, the 13 one that put in the 500,000 here? Where did that 14 come from? 15 A I can't comment on the description. I -- it 02:50:39 16 wasn't generated by me. It was generated by -- by 17 Morgan Stanley, and I don't know. I -- I can't 18 answer that. I -- I don't know. 19 Q Okay. 20 A I can only tell you what my recollection of 02:50:51 21 the series of transactions is. 22 MR. EVANS: Sam, can you go back to the 23 Coinbase records we were just looking at? 24 BY MR. EVANS: 25 Q And if you look at these transactions we just 02:51:10 Page 99</p>	<p>1 that ever had Cred Capital proceeds in them, right? 2 A I -- I -- I don't know the answer to that. 3 Q You don't know the answer to that? 4 So did you provide all bank statements -- 5 A I have provided everything -- 02:52:31 6 Q -- for all accounts that are Cred Capital? 7 A I have provided everything I have been asked 8 to provide and will be absolutely -- and will 9 continue to provide everything that I'm asked to 10 provide. 02:52:43 11 But I -- I can't answer your question because 12 I -- I don't know if it references all of the 13 documents that I have provided or not. But I have 14 provided everything that I have been asked to 15 provide and have been as complete -- absolutely as 02:52:55 16 complete as possible. 17 Q Uh-huh. 18 MR. EVANS: Sam, please go back to the 19 JPMorgan Chase document, Page 8. 20 BY MR. EVANS: 02:53:04 21 Q We have a July 22nd transaction with a Wells 22 Fargo bank account with your name on it. 23 Do you see that? 24 A I do. 25 MR. EVANS: Sam, please pull up the Wells 02:53:36 Page 101</p>

26 (Pages 98 - 101)

1 Fargo bank statements that are provided by  
2 Mr. Alexander.  
3 MR. ASWORTH: (Simultaneous speech.)  
4 MR. EVANS: It's called "Wells Fargo Account  
5 Statements."  
6 What number -- what letter are we up to, Sam?  
7 H?  
8 MR. ASWORTH: That's correct, Joe. This is  
9 Exhibit H.  
10 (Exhibit H was marked for  
11 identification and is attached  
12 hereto.)  
13 BY MR. EVANS:  
14 Q Exhibit H.  
15 This is a August -- these are a series of 02:54:23  
16 bank statements you provided to your counsel. We  
17 have talked about them before, the name James  
18 Alexander d/b/a James Alexander Cred?  
19 Do you see that?  
20 A Yes. 02:54:35  
21 MR. EVANS: Sam, can you go to the first  
22 transaction on August 11th?  
23 BY MR. EVANS:  
24 Q It's a \$100 deposit to open up this account?  
25 A I see that there. 02:54:46

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1 Q The JPMorgan Chase transaction for \$500,000  
2 was on July 22nd from an account in your name.  
3 Do you have another Wells Fargo account,  
4 James?  
5 A Sorry. What do you mean? Besides this one? 02:54:57  
6 Q Yes.  
7 A I have a personal Wells Fargo account that is  
8 James Alexander and includes this James Alexander  
9 d/b/a James Alexander Cred.  
10 So I -- I -- I'm not sure if that answers 02:55:18  
11 your question or not, but that's...  
12 Q Did the July -- did the \$500,000 July 22nd  
13 transaction, did that come from your personal  
14 account at Wells Fargo?  
15 A Sorry. Can you repeat that? 02:55:30  
16 Q The July 22nd, \$500,000 transaction in the  
17 JPMorgan Chase account, did that come from your  
18 Wells Fargo account, your personal line?  
19 A I don't -- I don't know. I've told you my  
20 recollection of the transactions. You have the bank 02:55:50  
21 statements here. I haven't had the benefit of  
22 reviewing these. But I told you my recollection.  
23 If you have the bank statements here, you'll have to  
24 show me the data, and I can confirm it or not  
25 confirm it, but that's... 02:56:04

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1 Q Yeah. So that's not really how it works.  
2 The order was for you to provide all of the account  
3 statements and details concerning accounts that held  
4 Cred Capital assets.  
5 You have a \$500,000 transaction going into 02:56:16  
6 the JPMorgan Chase account from a Wells Fargo  
7 account with your name on it.  
8 A Yes. So I confirmed that. That's my  
9 recollection of the transactions that occurred also.  
10 Q Okay. 02:56:30  
11 So that July 22nd transaction, that was with  
12 your personal Wells Fargo account, right?  
13 A Can you pull up that statement?  
14 Q We don't have your personal statement because  
15 you haven't given it to us. 02:56:43  
16 A Oh, that's part of part two discovery. Yeah.  
17 I -- I don't have the data to answer that question,  
18 then.  
19 MR. GRIVNER: I will note for the record that  
20 that information will be provided pursuant to the 02:57:02  
21 part two discovery that has been requested.  
22 BY MR. EVANS:  
23 Q Did there come a time where you moved 50  
24 Bitcoin on January 16th, 2021?  
25 A Yes. 02:57:22

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1 Q And why did you move 50 Bitcoin on  
2 January 16, 2021?  
3 A I was -- I had COVID at the time, and I  
4 thought it would be prudent to move those assets  
5 onto some things more accessible, a more accessible 02:57:37  
6 device should I become incapacitated, and so that's  
7 what I did.  
8 Q Okay.  
9 And when you said you were moving it to  
10 somewhere more accessible, where did you move it? 02:57:52  
11 A I moved it to a Coinbase account.  
12 Q Okay.  
13 And who has access to that Coinbase account?  
14 A Myself.  
15 Q Okay. 02:58:02  
16 And what did you do with the 50 Bitcoin after  
17 it went to the Coinbase account on January 16?  
18 A They were eventually liquidated for dollars.  
19 Q Okay.  
20 And on January 16th, 2021, you were aware, 02:58:18  
21 were you not, that there was a court order  
22 precluding you from moving any cryptocurrency that  
23 was related to Cred Capital, right?  
24 A Yes.  
25 Q And you moved it anyway? 02:58:30

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27 (Pages 102 - 105)

1 A I moved it anyway because I was 2 incapacitated, and I was, you know, in fear of -- 3 I -- I thought I was dying, and I didn't want to 4 leave a hardware wallet inaccessible to where those 5 assets couldn't be accessed. 02:58:46	1 Q Okay. 2 So your testimony is you were incapacitated, 3 you executed two transactions of 50 Bitcoin each, 4 and when you realized what happened, you transferred 5 them back to the Ledger wallet? 03:01:05
6 Q Uh-huh. 7 And you never -- you never asked anybody to 8 reach out to the debtors on this issue, did you? 9 A I did not. I was incapacitated, as I said. 10 Q Uh-huh. 02:58:59	6 That's what you are saying? 7 A That is correct. 8 MR. GRIVNER: Objection to form. 9 MR. EVANS: Okay. 10 Let's open up the Ledger Live operations 03:01:10 11 wallet, Sam. And the exhibit letter, if you could.
11 And on January 17, 2021, you executed an 12 additional 50 Bitcoin transaction, didn't you? 13 A That -- that's -- that's -- yes, that's 14 right. 15 Q Okay. 02:59:07	12 COURT REPORTER: Mr. Evans, if you could just 13 slow down a little bit. You get talking pretty fast 14 sometimes. It's hard to understand you. 15 MR. EVANS: Sure. 03:01:30
16 And on both of those days, when you executed 17 the transaction, you knew that that was in violation 18 of the Court's order, right? 19 A I did, yes. 20 Q Okay. 02:59:16	16 MR. ASHWORTH: This is going to be Exhibit I, 17 Joe. 18 (Exhibit I was marked for 19 identification and is attached 20 hereto.) 03:01:38
21 And you did it anyway? 22 A I did it because I was incapacitated, and I 23 wanted to make these assets more accessible. 24 Q So what did you do with those assets after 25 they went into your Bitcoin account -- after they 02:59:28	21 BY MR. EVANS: 22 Q So this is Exhibit I. This is the Ledger 23 Live operations document that was provided to us by 24 you concerning your Ledger wallets. 25 MR. EVANS: So if you would go to Line 03:01:48 Page 106 Page 108
1 went into your Coinbase account? Apologies. 2 A In both cases on the 16th and 17th, they were 3 liquidated for dollars. And when -- when I became 4 aware of those transactions and I swepted the assets 5 back to the hardware wallet where they were -- where 02:59:46 6 they were supposed to be, and then transferred them 7 subsequently to the debtor. 8 Q Let -- let -- let's take that in pieces. 9 What do you mean, when you became aware of 10 the transactions? 03:00:02	1 Item 66, Sam. You might want to highlight that. 2 BY MR. EVANS: 3 Q Line Item 66 is a January 16th, 2021 Bitcoin 4 transaction, 50.00014 Bitcoin. 5 Do you see that? 03:02:04
11 A Well, I was incapacitated, as I said, and so 12 I -- I -- when I got better and I -- I didn't 13 think I was dying, I stopped the transfer of assets 14 from the Ledger wallet to the Coinbase account and 15 eventually reversed that transaction, put the assets 03:00:24 16 back on the hardware wallet where they -- where -- 17 where they were supposed to be. 18 Q Okay. 19 So when you became aware, you're saying you 20 don't remember transferring the January -- doing -- 03:00:38 21 executing the January 16th and January 17th Bitcoin 22 transactions? 23 A I was -- I was completely incapacitated. 24 I -- that's all I can tell you. And in the -- you 25 know, in my delirium, that seemed to make sense. 03:00:50	18 Q Okay. 19 So this is your digital wallet. You said 20 you -- you placed them all back into your digital 03:02:30 21 wallet. So where is that? 22 A No. I transferred the -- I don't see that on 23 here. Why -- where are the dates? Dates -- the 24 dates seem like they are out of order here. I -- is 25 there any way to sort this by date? 03:03:07 Page 109

28 (Pages 106 - 109)

1 I mean, the answer to the question is I 2 transferred the assets out of the digital wallet to 3 Coinbase for the reasons I've explained, and then I 4 transferred the proceeds of -- of that liquidation 5 back to the hardware wallet and transferred it to 6 the debtor. That's my -- that's my recollection. 7 Q On February 5th, 2021, you recall a lot of 8 the people in this deposition, we were on a Zoom 9 call just like this, and you transferred Bitcoin and 10 other assets back to the debtor? 03:03:46	03:03:29	1 BY MR. EVANS: 2 Q So this is Exhibit J. This is your Coinbase 3 account. And it appears that there are liquidations 4 of Bitcoin -- well, conversions of Bitcoin on 1.6 -- 5 on January 16th and January 17th. Sorry. 03:05:54 6 January 17th and January 17th. 7 Do you see that? 8 A Yeah. Can you repeat the numbers? Yeah, 50 9 Bitcoin sold, and the proceed numbers are there, 10 yeah. 03:06:09	03:05:54
11 Okay? 12 A Yes. 13 Q Do you remember that? 14 A Yes. 15 Q Okay. 03:03:49 16 And you transferred 49.98823 Bitcoin back to 17 the debtor, right? 18 A Yes. 19 Q Okay. 20 And if you go up to Line Item 63, you will 21 see an out, 49.98823, and that's from you to the 22 debtor, right? 23 A Yes. 24 Q Okay. 25 But there were 150 Bitcoin in this account 03:04:10 Page 110	03:03:46	11 Q Okay. 12 And what was the proceeds of the first 13 transaction? 14 A Which one do you mean, the first transaction? 15 Q The first one on the list, the second 03:06:17 16 transaction down. 17 A Can you hover over it? I'm not sure which 18 direction you're going in, up or down. 19 MR. EVANS: It's the first one, Sam, with the 20 stock price of 35386.17. 03:06:31 21 THE DEPONENT: Okay. 22 Do you want me to read a number from this 23 screen? 24 BY MR. EVANS: 25 Q Yes. What were the proceeds of that 03:06:39 Page 112	03:06:09
1 before you transferred the 250 Bitcoin transactions 2 out, right? 3 A Yes, that's correct. 4 Q Okay. 5 And so where is the other hundred? 03:04:20 6 A The other hundred were liquidated, and the 7 proceeds available to transfer back were sent back 8 to the hardware wallet in the form of USDC. 9 Q And did you execute these transact- -- where 10 did you execute the transactions to convert them 03:04:44 11 into USDC? 12 A Can you repeat? 13 Q You said you converted the Bitcoin into USDC. 14 Where did you do that? 15 A On -- on Coinbase. 03:04:58 16 Q Coinbase. 17 A You should have a record of those 18 transactions. 19 Q Uh-huh. 20 MR. EVANS: Sam, can you pull up Coinbase 2? 03:05:09 21 Can we get a letter for this one, Sam? 22 MR. ASWORTH: This will be Exhibit J. 23 (Exhibit J was marked for 24 identification and is attached 25 hereto.) 03:05:46	03:04:10	1 transaction? 2 A \$1,742,946. 3 Q Okay. 4 And what about the next transaction, the next 5 sale? 03:06:57 6 A Can you hover? Can you hover over the 7 transaction that you are referring to, please, or 8 give me some other reference? 9 MR. EVANS: Sam, could you hover over that 10 fourth line? 03:07:22 11 THE DEPONENT: \$1,695,010.50. 12 BY MR. EVANS: 13 Q Okay. 14 And I'm not going to ask you to do the math, 15 but I'm going to represent to you that the total of 03:07:34 16 those transactions is \$3,437,956.53. 17 Okay? 18 You can presume that that's -- that's true. 19 MR. EVANS: So, Sam, if you can go back to 20 the Ledger Live operations. 03:07:51 21 BY MR. EVANS: 22 Q Mr. Alexander, on February 5th, 2021, where 23 you transferred the debtor some assets, you did not 24 transfer the debtors \$3,437,956.53 in cash, did you? 25 A I don't know. Do you have a -- a reference 03:08:08 Page 113	03:06:39
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1 in the -- in the log to the exact amount? 2 Q Yes. 3 MR. EVANS: Sam, can you refer him to the 4 February 5th, 2021 transaction -- February 6th, 2021 5 transaction. It's Line 51. 03:08:36 6 BY MR. EVANS: 7 Q Do you see that line, Mr. Alexander? 8 A Do you guys mind if I take another break? 9 Q If you just give me, like, three questions, 10 we can take, like, a five-minute break. Is that all 03:09:03 11 right? 12 A As soon as possible. I'm -- I'm feeling a 13 bit short of breath here. 14 Q I'll -- I'll be -- I'll be very brief. All 15 I'm asking you is, do you see this document reflects 03:09:14 16 that there was a 2773488 transfer of USDC to the 17 debtors? 18 Do you see that? 19 COURT REPORTER: To the what? 20 MR. EVANS: To the debtors. 03:09:28 21 THE DEPONENT: Yes, I see that. 22 BY MR. EVANS: 23 Q Okay. 24 And USDC is a reference to UCD coin, right, 25 Mr. Alexander? 03:09:42	1 the discovery that has up to now been asked for. 2 And this issue is a -- has been ongoing. And 3 I am, of course, committed to delivering all the 4 assets I have of the debtors, but I -- I -- I can't 5 answer that question today because I just don't know 03:11:36 6 where we stand. 7 Q Mr. Alexander, your lawyers didn't execute 8 these transactions. You executed these 9 transactions. 10 Where is the 664,000? 03:11:44 11 A That question remains open, and I can't 12 answer it, as I have described. 13 Q This was just a few weeks ago. You don't 14 remember where \$664,467 went? 15 A As I said, this -- that question remains 03:11:58 16 open, and as far as I know, it hasn't been resolved 17 yet as to exactly what the accounting is, whether -- 18 for example -- whether people agree on that number, 19 and -- and so I can't answer that. 20 Q It's not a legal question. The question is 03:12:16 21 where the money is. So I'm not asking you to make a 22 legal opinion or a legal determination or for 23 counsel to have argument. I'm asking you where the 24 money is. There is \$664,467.53 missing. 25 Where is it? 03:12:31	
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1 A Yes, that's right. 2 Q And each UCD coin is worth 1 USD; is that 3 right? 4 A Approximately. 5 Q Okay. 03:09:49 6 So the proceeds from the January 16th and 7 January 17th Bitcoin transactions were 3.437956.53. 8 You provided the debtors with 2,773,488. 9 Where are the additional \$664,467.53? 10 A Yeah. This has been the subject of 03:10:19 11 back-and-forth e-mails ongoing, and I don't -- I 12 don't have a complete answer for you today. 13 I believe it will be part of discovery part 14 two, which -- which I -- so I would -- I have to 15 defer that -- I have to defer that to -- to -- I 03:10:38 16 believe I have to defer that. 17 Q Let me understand. There is 664,000 missing, 18 and you are saying it's in your personal accounts 19 because that's what's coming in part two? 20 A Well, I don't know. This has -- as I said, 03:10:57 21 this has been the subject of an ongoing e-mail 22 conversation between lawyers. 23 And I don't know the current status of that 24 conversation, but I -- I believe we will get to the 25 bottom of it when we have more -- or -- or all of 03:11:12	1 A I can't answer that question because I don't 2 know if the amount is correct, and I don't know what 3 the accounting is for -- for -- for those assets. 4 Q Okay. 5 We looked at the Coinbase records, right? 03:12:42 6 A Okay. 7 Guys, I'm going to need a break. This is -- 8 you said a few questions, and now we're ten minutes 9 into this and -- 10 Q Well, you're not answering the question. The 03:12:56 11 question is, where is the 664,000? 12 A I have answered the question to the best of 13 my ability and recollection. 14 Q You're not going to answer the question? 15 A I have answered the question. 03:13:06 16 Q It's -- it's a very -- it's a very specific 17 question, and you are being very evasive. 18 The question is, where is the missing 19 \$664,457, and your answer is "I don't remember"?20 A I will answer that question when I'm able to 03:13:19 21 answer it. It remains an open question because it's 22 being debated by counsel and others now, so... 23 Q It's a fact question. It's not a legal 24 question. Where is the 664? 25 MR. GRIVNER: And he has answered it to the 03:13:31	Page 115
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1 best of his ability given his knowledge, sitting 2 here today. And it's been asked multiple times now. 3 THE DEPONENT: Joe, I'm asking for a break, 4 and you're being really inhumane and not really 5 appreciating the state of my recovery, and I don't 03:13:45 6 appreciate it. 7 So I would ask that we maintain a cordial 8 contact here. I am doing the best job that I can to 9 support you in -- in -- in your efforts, and I 10 would appreciate that you maintain some decorum 03:14:02 11 and -- and respect myself and the others on this 12 call. 13 MR. EVANS: If you want to take a break, 14 that's fine. This -- this question and the answers 15 that you have to give us are not going to go away, 03:14:14 16 so if you want to take five minutes, I'm happy to 17 give you five minutes, but there is missing money 18 here, and we need to know where it is. 19 MR. GRIVNER: Let's take the break that's 20 been requested, then. Five minutes. 03:14:26 21 THE VIDEOGRAPHER: Stand by, please, 22 Mr. Alexander. This marks the end of Media No. 7. 23 Going off the record at 3:14 p.m. 24 (Recess.) 25 THE VIDEOGRAPHER: We are back on the record 03:24:07	1 I -- I am happy to confer further and consult 2 with Mr. Pfeiffer as well, as well as California 3 counsel regarding those positions. 4 But as of right now, I am instructing him not 5 to answer anything further, subject to further 03:26:12 6 conference regarding this change in circumstances, 7 yes. 8 MR. EVANS: Is it your position you are 9 directing your client not to comply with the Court's 10 order to sit for this deposition and provide 03:26:30 11 information that is required to be provided 12 tomorrow? 13 MR. GRIVNER: In light of his bankruptcy 14 filing, that is my position now. I am happy to 15 engage in a further conference regarding continuing 03:26:40 16 this -- this deposition after all relevant attorneys 17 and parties confer regarding the -- the state of the 18 law as -- as to those issues. 19 I would ask that this deposition at the very 20 least be adjourned until such conference can occur. 03:27:00 21 MR. EVANS: My request is for a -- I think 22 what we need to do here is have -- have a 15-minute 23 recess so I can confer with counsel and see how we 24 want to handle this. 25 This mid-deposition filing, it's pretty 03:27:19
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1 at 3:24 p.m. Pacific, and this marks the beginning 2 of Media No. 8 in the deposition of James Alexander. 3 You may proceed, Counsel. 4 MR. GRIVNER: Counsel, I've just been advised 5 that Mr. Alexander has filed for personal 03:24:55 6 bankruptcy. I'm forwarding everyone an e-mail 7 regarding that filing. And that's my understanding 8 as to what has occurred. 9 Our position in light of that filing is that 10 an automatic stay is in place such that this 03:25:10 11 deposition cannot go forward in light of that. 12 MR. EVANS: Where was this bankruptcy filing? 13 MR. GRIVNER: I'm forwarding it right now. 14 It was filed, and I'll tell you, in the Central 15 District of California. 03:25:28 16 MR. EVANS: So it's your position that based 17 on this filing, it supersedes the judge's emergency 18 order that permits this deposition? 19 MR. GRIVNER: I think an automatic stay is in 20 place in connection with Mr. Alexander's bankruptcy 03:25:46 21 filings, such that that is the case, yes. 22 MR. EVANS: So are you directing your client 23 not to answer any more questions today? 24 MR. GRIVNER: At this point, I'm directing 25 him not to answer any further questions. 03:25:58	1 clearly an effort to obfuscate our fact-finding 2 efforts. We know what's going on here. And we're 3 asking difficult questions, and the second we do, 4 there's a personal bankruptcy filing to disrupt us 5 from doing that. 03:27:36 6 And so we're going to caucus internally and 7 decide how to proceed. If you are directing your 8 client to not comply with the Court's order, that's 9 on you, and we will have that accordingly. 10 I would ask for 15 minutes to talk among 03:27:48 11 counsel and to return on the record to give you our 12 position. 13 MR. GRIVNER: Understood. 14 We will do the same. 15 MR. LUFT: I will note that the deposition 03:27:56 16 remains ongoing, and as such, please don't confer 17 with your client. 18 MR. GRIVNER: Understood. 19 THE VIDEOGRAPHER: Stand by everyone, please. 20 I also can create breakout rooms, if you'd like. 03:28:08 21 I'm going to go off the record first. 22 MR. GRIVNER: No need for a breakout room, at 23 least on our side. 24 THE VIDEOGRAPHER: Thank you. 25 Stand by. I'm going to go off the record. 03:28:13
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1 Is that okay?	1 MR. GRIVNER: Mr. Alexander's filing of his
2 MR. EVANS: Yes.	2 bankruptcy petition in California.
3 THE VIDEOGRAPHER: Great.	3 MR. AZMAN: So it is your position that the
4 This marks the end of Media No. 8. Going off	4 automatic stay allows Mr. Alexander to no longer sit
5 the record at 3:28 p.m. Pacific. 03:28:21	5 for a deposition in other pending litigation; is 04:02:42
6 (Recess.)	6 that correct?
7 THE VIDEOGRAPHER: We're back on the record	7 MR. GRIVNER: That's correct.
8 at 4:00 o'clock p.m. Pacific, and this marks the	8 MR. AZMAN: Thank you.
9 beginning of Media No. 9 in the deposition of	9 MR. LUFT: Okay.
10 James Alexander. 04:00:46	10 Can I ask a couple follow-up questions just 04:02:53
11 You can proceed, Counsel.	11 on this?
12 MR. EVANS: Mr. Alexander, will you proceed	12 MR. GRIVNER: To whom?
13 with this deposition?	13 MR. LUFT: There has been approximately
14 MR. GRIVNER: Mr. Alexander, you can -- you	14 \$170,000 of Cred Capital funds that have been
15 can answer that question to the extent you're able 04:01:01	15 identified during this deposition as not the 04:03:04
16 to.	16 property of Mr. Alexander, but specifically the
17 THE DEPONENT: I've been advised by counsel	17 property of the Cred Capital. There is a pending
18 not to continue this deposition.	18 order that those funds had to be turned over as of
19 MR. EVANS: Counsel, are -- are you advising	19 last Friday.
20 your client and directing him to not proceed with 04:01:15	20 Is Mr. Alexander refusing to turn over those 04:03:15
21 this deposition?	21 funds, despite the fact that they are Cred Capital
22 MR. GRIVNER: Based upon my conversations	22 funds?
23 with Mr. Alexander's California bankruptcy attorney,	23 MR. GRIVNER: I will advise -- I will confer
24 Mr. Golubchik, Mr. Golubchik is not advising -- is	24 with Mr. Alexander's team of counsel and respond
25 advising Mr. Alexander not to continue with this 04:01:30	25 back to that question as soon as possible. 04:03:25
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1 deposition in light of the bankruptcy filing that	1 MR. LUFT: Okay.
2 has occurred in California.	2 And --
3 MR. LUFT: When did Mr. -- when did the	3 MR. WALSH: Well, this is Tim.
4 bankruptcy counsel give Mr. Alexander that advice?	4 What is as soon as possible?
5 Was it before this deposition or during it? 04:01:44	5 I sent the e-mail, like, an hour-and-a-half 04:03:37
6 MR. GRIVNER: It was during the deposition.	6 ago, maybe two hours ago. So what is as soon as
7 It was during this break.	7 possible?
8 MR. LUFT: So he communicated with	8 I mean, he has got \$60,000 sitting in the
9 Mr. Alexander during a pending deposition in -- in	9 trunk of a car. No one can think that's prudent.
10 Delaware; is that correct? 04:01:51	10 MR. GRIVNER: I -- I understand your 04:03:49
11 MR. GRIVNER: No. The advice was provided to	11 position. We will respond back as soon as possible.
12 me by Mr. Golubchik, and I have advised	12 I will -- I will make every effort to respond as
13 Mr. Alexander, in light of the advice given by	13 quickly as possible after I have conferred with
14 Mr. Golubchik, to not -- not continue with this	14 counsel for Mr. Alexander that I was not even -- you
15 deposition. 04:02:07	15 know, his -- his existence I was not even aware of 04:04:03
16 I will further represent that I have had --	16 before about 35 minutes ago.
17 neither me, nor Mr. Pfeiffer, have had any	17 MR. WALSH: I appreciate that.
18 communications with Mr. Golubchik prior to this --	18 Can you give me a time frame, please? We are
19 the communications that we had with him during this	19 going to contact chambers.
20 break. 04:02:25	20 MR. GRIVNER: We -- I will give you a 04:04:19
21 MR. AZMAN: Can you articulate --	21 time -- let me reach out to Mr. Golubchik, and I
22 MR. GRIVNER: Just so I'm clear --	22 will give you a time frame within the next hour.
23 MR. AZMAN: Can you articulate the legal	23 And -- and I hope that -- I hope for that to be --
24 basis for why you are directing him not to continue	24 that answer to be this evening.
25 with the deposition specifically? 04:02:32	25 MR. LUFT: Mr. Grivner, I appreciate your 04:04:36
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1 position. We are not aware any of precedent that  
2 indicates that Mr. Alexander's personal bankruptcy  
3 filing prevents the continuation of this deposition.  
4 Accordingly, we are not going to suspend the  
5 deposition which has been Court ordered. 04:04:51  
6 MR. GRIVNER: Uh-huh.  
7 MR. LUFT: It's going to stay pending.  
8 If Mr. Golubchik wants to provide us with  
9 such precedent, I ask him to do so now.  
10 MR. GRIVNER: Uh-huh. 04:05:01  
11 MR. LUFT: Otherwise, we're going to have --  
12 I am going to ask that we continue on with this  
13 deposition as the Court ordered it.  
14 MR. GRIVNER: And his instruction is for him  
15 not to answer right now. And we will -- I will 04:05:11  
16 relay that -- that message and ask that his position  
17 and support be provided, and -- and we will go from  
18 there.  
19 MR. LUFT: Okay. I think we're going to need  
20 to go to the Court. I -- I -- I don't know how else 04:05:26  
21 to -- I don't know why Mr. Golubchik is not on this  
22 call, to be honest with you right now, if he's the  
23 one --  
24 I understand the tough position you are in,  
25 Mr. Grivner, but, you know, honestly, if he's giving 04:05:38

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1 THE VIDEOGRAPHER: Stand by, everyone. This  
2 marks the end of Media No. 9. Going off the record  
3 at 4:06 p.m. Pacific.  
4 (Recess.)  
5 THE VIDEOGRAPHER: We are back on the record 04:27:03  
6 at 4:28 p.m. Pacific, and this marks the beginning  
7 of Media No. 10 in the deposition of James  
8 Alexander.  
9 Due to certain circumstances, the  
10 videographer is using his video as a placeholder. 04:28:27  
11 You may proceed, Counsel.  
12 MR. EVANS: We are here to depose James  
13 Alexander pursuant to an emergency order issued by  
14 the Court on February 5th, 2021.  
15 We have been advised by counsel that 04:28:41  
16 Mr. Alexander filed for personal bankruptcy during  
17 the pendency of the deposition during a break, in  
18 which he claimed he was having some issues.  
19 I understand that counsel is advising him to  
20 not proceed with this deposition. We think that's 04:28:58  
21 improper, but we're here, ready, willing, and able  
22 and want to proceed with this deposition, and it  
23 should proceed.  
24 So if Mr. Grivner has an opposition to  
25 proceeding with the Court-ordered deposition, we 04:29:07

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1 directions to counsel -- he's getting instructions  
2 from counsel who no one's ever seen.  
3 MR. GRIVNER: I -- I understand your  
4 position. I will relay that message, and  
5 Mr. Golubchik will participate to the extent he 04:05:56  
6 feels necessary.  
7 MR. WALSH: Let's do this. Let's go off the  
8 record for 15 minutes. We'll come back.  
9 We are going to get in touch with chambers.  
10 MR. GRIVNER: Well, get -- get in touch with 04:06:08  
11 chambers? I don't know why we need to get back on  
12 the record for this deposition.  
13 MR. LUFT: It's not suspended.  
14 MR. GRIVNER: You can suspend it until we  
15 are ordered to reopen it. We're not going to agree 04:06:19  
16 to continue it, unless the Court orders us to do so.  
17 MR. WALSH: Which is why we are going to try  
18 to get the Court right now.  
19 MR. GRIVNER: Okay.  
20 MR. WALSH: See you in 15 minutes. 04:06:30  
21 THE VIDEOGRAPHER: I'm going to go off the  
22 record.  
23 Is that okay, Counsel?  
24 MR. WALSH: Yes, that's fine.  
25 MR. GRIVNER: Yes. 04:06:36

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1 would like to hear that now.  
2 MR. GRIVNER: Yes. This is Mr. Grivner.  
3 Based upon our -- our conference with  
4 Mr. Alexander's California bankruptcy attorney, he  
5 is being instructed not to continue with this 04:29:21  
6 deposition.  
7 We have heard that the Court will not be able  
8 to hear -- the Delaware court will not be able to  
9 hear us this evening regarding that.  
10 We will be available at the convenience of 04:29:32  
11 the Court.  
12 MR. EVANS: Just to be clear, the -- the  
13 Committee -- let me speak for the debtors. We are  
14 not agreeing to extend this deposition or to close  
15 this deposition. The deposition is open, and 04:29:44  
16 Mr. Alexander should be answering the questions that  
17 the Court required him to answer. And he should  
18 know that under Delaware law, he shouldn't be  
19 consulting his -- his attorneys in the meantime.  
20 MR. GRIVNER: And -- and we have no -- no 04:29:56  
21 objection to that fact. This deposition will remain  
22 open, unless and until the Court orders it to be  
23 closed or otherwise.  
24 MR. LUFT: And, Mr. Grivner, will  
25 Mr. Alexander be available tomorrow morning for the 04:30:14  
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1 Court? 2 MR. GRIVNER: For the Court? 3 MR. LUFT: Yes. If we proceed with -- if the 4 Court needs Mr. Alexander to appear in front of it, 5 will Mr. Alexander be -- make himself available for 6 that? 7 MR. GRIVNER: I will have to confer with -- 8 with him regarding his availability. I don't know 9 that -- for the purposes of our conference with the 10 Court, I don't know that he would be needed to 11 testify. 12 If you are looking to call him as a witness 13 in some sort of hearing with the Court tomorrow, 14 please -- please let us know that, and I will 15 determine and let you know as -- as soon as possible 16 whether or not he would be available. 17 But it would seem to me that -- that -- that 18 any hearing conducted before the Court tomorrow 19 would not be evidentiary in nature. If -- if that 20 is -- if -- if you feel otherwise, please let me 21 know, and I will advise as to his availability. 22 MR. LUFT: Thank you. 23 Similarly, Mr. Grivner, as we believe this 24 deposition should continue on now and going forward, 25 we request that Mr. Alexander make sure that should Page 130	1 himself all out of the Cred Capital bank account. 2 This was all done after Mr. Alexander 3 attended the hearing on February 3rd where he was 4 made aware that this motion was going to be filed. 5 The motion was filed during the pendency of that 6 hearing. 7 Is Mr. Alexander returning that \$170,000 8 tonight? 9 MR. GRIVNER: I will confer with my client 10 and his various counsel and report back to you 11 regarding his position on -- on those facts. 12 MR. EVANS: What about the \$648,000 missing 13 from the January 16 and January 17 Bitcoin 14 transactions? 15 MR. GRIVNER: I will confer with my 16 counsel -- with my counsel -- with Mr. Alexander's 17 various counsel on those facts and report back to 18 you as well. 19 MR. EVANS: Will we have an answer by this 20 evening? 21 MR. GRIVNER: I will provide an answer as 22 soon as it can be available. 23 MR. WALSH: Okay. Mr Grivner, it's Tim Walsh 24 on behalf of the Committee. In the interim, please 25 do your best to ensure that your client safeguards Page 132
1 the Court rule that he has to continue -- that he 2 has to continue with this deposition, that he make 3 himself available tomorrow morning Eastern Time to 4 go ahead with it. 5 MR. GRIVNER: And -- and I understand that 6 request. I have not consulted with him regarding 7 his availability, but I will -- I understand the 8 request, and I understand the urgency of -- of the 9 issues at hand, and I will ask that he make every 10 possible availability -- make him available at every 11 possibility to -- to adhere to that. 12 MR. LUFT: And, finally, I would just note 13 for the record, Mr. Grivner and Mr. Alexander should 14 be made aware that he is currently ordered to appear 15 for this deposition, and in our view, he is -- he is 16 in violation of that order. 17 MR. GRIVNER: And -- and I -- I will note for 18 the record that the position is that the automatic 19 stay as it relates to the California bankruptcy 20 filing impacts that order. 21 MR. EVANS: Mr. Grivner, one more thing. 22 Mr. Alexander admitted on the record to have 23 withdrawn \$60,000 in cash, which apparently is 24 sitting in the trunk of his vehicle. He transferred 25 \$100,000 to himself and apparently wrote a check to Page 131	1 the property of the debtors' estate, especially the 2 \$60,000 in cash that's sitting in the back of his 3 car. 4 MR. GRIVNER: Understood. 5 MR. WALSH: Thank you. 6 THE VIDEOGRAPHER: Is there anything else we 7 need to put on the record either from the reporter 8 or any other counsel before I conclude today's 9 deposition? 10 MR. LUFT: We're not concluding the 11 deposition. You can adjourn the deposition, but it 12 remains open. 13 MR. EVANS: Correct. 14 COURT REPORTER: Okay. Would any counsel 15 like to order the deposition transcript? 16 MR. EVANS: Yes. 17 MR. LUFT: Yes. We'd like it expedited, yes. 18 Mr. Luft and Mr. Evans both would order it. 19 We would both like it expedited, and I would like a 20 rough as well. 21 COURT REPORTER: Mr. Walsh, do you need a 22 copy? 23 MR. WALSH: No. Mr. Evans is with me. Thank 24 you. 25 COURT REPORTER: And Grogan? Page 133

1 MR. LUFT: Mr. Grogan is with me. 2 COURT REPORTER: Okay. 3 MR. GROGAN: Yeah. Mr. Luft has got me 4 covered. Thank you. 5 COURT REPORTER: Okay. 6 MR. GRIVNER: And I would like it as well. 7 COURT REPORTER: Grivner? 8 MR. GRIVNER: Correct. 9 COURT REPORTER: Okay. I'm going to see if I 10 can have this for you tomorrow, if I can. And if I 11 can't, it will be the next day. How's that? 12 Does that work for you all with the expedite? 13 MR. LUFT: I think if we could get a rough as 14 soon as possible, that would be great, and given 15 that we are going to be in front of the Court, it 16 would be, I think, really important if we could try 17 to get it for tomorrow. 18 COURT REPORTER: Try to get it for tomorrow? 19 What? 20 MR. LUFT: I am of the view that we really 21 need it for tomorrow. I don't know if others feel 22 differently, but -- 23 MR. EVAN: I am of the same view. 24 COURT REPORTER: Wait. Do you need a final 25 tomorrow? That's what I'm trying to find out.	1 I, JAMES ALEXANDER, do hereby declare under 2 penalty of perjury that I have read the foregoing 3 transcript; that I have made any corrections as 4 appear noted, in ink, initialed by me, or attached 5 hereto; that my testimony as contained herein, as 6 corrected, is true and correct. 7 EXECUTED this _____ day of _____, 8 _____, at _____, _____. 9 (City) (State)
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1 MR. LUFT: Yes. If possible, we need a final 2 for tomorrow. 3 COURT REPORTER: Okay. I will endeavor to 4 get that done. 5 THE VIDEOGRAPHER: Okay. Are we okay to 6 adjourn for today? 7 MR. GRIVNER: That's fine. 8 THE VIDEOGRAPHER: Thank you. We are 9 adjourning today's deposition at 4:35 p.m. Off the 10 record -- excuse me. Going off the record at 11 4:35 p.m. The total number of media used was ten. 12 (Whereupon the deposition was 13 adjourned at 4:35 p.m.) 14 /// 15 /// 16 17 18 19 20 21 22 23 24 25	1 I, the undersigned, a Certified Shorthand 2 Reporter of the State of California, Registered 3 Professional Reporter, Certified Live Note Reporter, 4 do hereby certify: 5 That the foregoing proceedings were taken 6 before me at the time and place herein set forth; 7 that any witnesses in the foregoing proceedings, 8 prior to testifying, were duly sworn; that a record 9 of the proceedings was made by me using machine 10 shorthand which was thereafter transcribed under my 11 direction; that the foregoing transcript is a true 12 record of the testimony given. 13 Further, that if the foregoing pertains to 14 the original transcript of a deposition in a Federal 15 Case, before completion of the proceedings, review 16 of the transcript [ ] was [ ] was not requested. 17 I further certify I am neither financially 18 interested in the action nor a relative or employee 19 of any attorney or party to this action. 20 IN WITNESS WHEREOF, I have this date 21 subscribed my name. 22 Dated: February 10, 2021 23 24  MELISSA M. VILLAGRAN CSR No. 12543 RPR 25
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[& - 3,437,956.53]

&	<b>1313</b> 5:7	99:5	56:21,23 57:17
& 5:14 10:12,16 50:16	<b>13535</b> 14:2	<b>2</b>	58:23 59:10,14
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	<b>15</b> 88:23 120:22 121:10 127:8,20	<b>2,773,488</b> 115:8	63:12 104:24
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	<b>1521</b> 4:6	<b>20,000</b> 61:6	109:3 110:7
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	<b>1,742,946</b> 113:2	<b>2000</b> 21:19	<b>212.547.5400</b> 5:22
	<b>1.260.</b> 16:11	<b>20005</b> 4:14	<b>213.683.6105</b> 3:19
	<b>1.6</b> 112:4	<b>2010</b> 21:19	<b>215.665.3921</b> 3:9
	<b>10</b> 74:23 128:7 137:22	<b>2013</b> 23:2	<b>21st</b> 57:17 59:10
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[pacific - presumption]

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[verified - zoom]

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# Exhibit E

Redacted in its entirety

# Exhibit F

Redacted: Pages 630 - 800

Fill in this information to identify your case:

Debtor 1	<b>James Alexander</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <b>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO</b>			
Case number (if known)	<b>1:21-bk-10214-MB</b>		

Check if this is an amended filing

## Official Form 106Sum

### Summary of Your Assets and Liabilities and Certain Statistical Information

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

#### Part 1: Summarize Your Assets

		<b>Your assets</b> Value of what you own
1.	<b>Schedule A/B: Property</b> (Official Form 106A/B)	\$ <b>1,260,000.00</b>
1a.	Copy line 55, Total real estate, from Schedule A/B.....	\$ <b>1,260,000.00</b>
1b.	Copy line 62, Total personal property, from Schedule A/B.....	\$ <b>757,433.56</b>
1c.	Copy line 63, Total of all property on Schedule A/B.....	\$ <b>2,017,433.56</b>

#### Part 2: Summarize Your Liabilities

		<b>Your liabilities</b> Amount you owe
2.	<b>Schedule D: Creditors Who Have Claims Secured by Property</b> (Official Form 106D)	\$ <b>1,058,576.00</b>
2a.	Copy the total you listed in Column A, <i>Amount of claim</i> , at the bottom of the last page of Part 1 of Schedule D...	\$ <b>1,058,576.00</b>
3.	<b>Schedule E/F: Creditors Who Have Unsecured Claims</b> (Official Form 106E/F)	\$ <b>0.00</b>
3a.	Copy the total claims from Part 1 (priority unsecured claims) from line 6e of Schedule E/F.....	\$ <b>0.00</b>
3b.	Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of Schedule E/F.....	\$ <b>255,564.44</b>
		<b>Your total liabilities</b> \$ <b>1,314,140.44</b>

#### Part 3: Summarize Your Income and Expenses

4.	<b>Schedule I: Your Income</b> (Official Form 106I)	\$ <b>0.00</b>
	Copy your combined monthly income from line 12 of Schedule I.....	\$ <b>0.00</b>
5.	<b>Schedule J: Your Expenses</b> (Official Form 106J)	\$ <b>15,000.16</b>
	Copy your monthly expenses from line 22c of Schedule J.....	\$ <b>15,000.16</b>

#### Part 4: Answer These Questions for Administrative and Statistical Records

- Are you filing for bankruptcy under Chapters 7, 11, or 13?**

No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

Yes
- What kind of debt do you have?**

**Your debts are primarily consumer debts.** Consumer debts are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.

**Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

Debtor 1 James AlexanderCase number (if known) 1:21-bk-10214-MB

8. **From the Statement of Your Current Monthly Income:** Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ \_\_\_\_\_

9. **Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:**

From Part 4 on Schedule E/F, copy the following:	Total claim
9a. Domestic support obligations (Copy line 6a.)	\$ <u>0.00</u>
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	\$ <u>0.00</u>
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	\$ <u>0.00</u>
9d. Student loans. (Copy line 6f.)	\$ <u>0.00</u>
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	\$ <u>0.00</u>
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+\$ <u>0.00</u>
<b>9g. Total.</b> Add lines 9a through 9f.	<b>\$ <u>0.00</u></b>

Fill in this information to identify your case and this filing:

Debtor 1	<b>James Alexander</b>	
	First Name	Middle Name
Debtor 2 (Spouse, if filing)	Last Name	
	First Name	Middle Name
	Last Name	
United States Bankruptcy Court for the: <u>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO</u>		
Case number _____		

Check if this is an amended filing

**Official Form 106A/B****Schedule A/B: Property**

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In****1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?**

No. Go to Part 2.

Yes. Where is the property?

1.1

**3551 Dixie Canyon Pl.**

Street address, if available, or other description

**Sherman Oaks      CA      91423-0000**

City                  State                  ZIP Code

**What is the property? Check all that apply**

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other \_\_\_\_\_

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**

**\$1,260,000.00**

**Current value of the portion you own?**

**\$1,260,000.00**

Describe the nature of your ownership interest (such as fee simple, tenancy by the entirety, or a life estate), if known.

**Fee simple**

Check if this is community property  
(see instructions)

**Who has an interest in the property? Check one**

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

**2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>**

**\$1,260,000.00**

**Part 2: Describe Your Vehicles**

**Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.**

Debtor 1 James Alexander

## 3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

 No Yes

3.1 Make: **Mercedes**  
 Model: **E350**  
 Year: **2012**  
 Approximate mileage: **69,000**  
 Other information:  
 \_\_\_\_\_

## Who has an interest in the property? Check one

- Debtor 1 only
  - Debtor 2 only
  - Debtor 1 and Debtor 2 only
  - At least one of the debtors and another
- Check if this is community property  
(see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?

Current value of the portion you own?

\$13,000.00

\$13,000.00

## 4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

 No Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=> \$13,000.00

## Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?  
Do not deduct secured claims or exemptions.

## 6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

 No Yes. Describe.....

Debtor 1 James Alexander

Misc household goods and furnishings:Hot water heater \$100	
Washer/Dryer \$743	
Ikea Baby Cribs \$100	
Couch \$100	
Mirror Consol \$100	
Office desk \$100	
Padded chairs x4 \$100	
Wood chairs x2 \$100	
Childrens toys \$100	
Linens \$100	
Kitchen table \$100	
Kitchen chairs x4 \$100	
Kitchen buffet \$100	
Misc. Kitchenware \$100	
Photo frames family photos x16 \$100	
Flatware \$100	
Kitchen counter-top appliances \$100	
Dishwasher \$100	
Refrigerator \$100	
Stove/Oven \$100	
Installed Shelving \$100	
Pantry foodstuff \$100	
Beds 2x \$100	
Large sitting chairs x2 \$100	
Side tables x4 \$100	
Gun safes x3 \$100	
Standing lamps x2 \$100	
Glass and metal mirror set \$100	
Misc. House. Goods \$100	
	\$3,543.00

**7. Electronics**

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

 No Yes. Describe.....

Misc electronics at home:	\$2,096.00
---------------------------	------------

**8. Collectibles of value**

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

 No Yes. Describe.....

Misc pictures and artwork	\$1,100.00
---------------------------	------------

**9. Equipment for sports and hobbies**

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

 No Yes. Describe.....

Household games and sports equipment	\$800.00
--------------------------------------	----------

**10. Firearms**

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

 No Yes. Describe.....

Debtor 1 James Alexander

Case number (if known)

AR15 M4, Smith &amp; Wesson 38 and ammunition

\$2,119.00

## 11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

 No Yes. Describe.....

Misc clothes at home: Used clothing

\$100.00

## 12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

 No Yes. Describe.....

## 13. Non-farm animals

Examples: Dogs, cats, birds, horses

 No Yes. Describe.....

## 14. Any other personal and household items you did not already list, including any health aids you did not list

 No Yes. Give specific information.....

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....

\$9,758.00

## Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?  
Do not deduct secured claims or exemptions.

## 16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

 No Yes.....

## 17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

 No Yes.....

Institution name:

17.1. Other financial account Funds on deposit with JP Morgan Chase (x6006) \$93,197.34

17.2. Wells Fargo account ending x9285 \$246.84

17.3. Wells Fargo Account ending x1923 \$480.71

17.4. Checking Account DIP Wells Fargo Account ending x0816 \$121,484.00

17.5. Joint checking account Wells Fargo joint x2155 \$6,140.04

Debtor 1 James Alexander

Case number (if known)

17.6. Savings	Other Wells Fargo	\$700.00
---------------	-------------------	----------

**18. Bonds, mutual funds, or publicly traded stocks***Examples:* Bond funds, investment accounts with brokerage firms, money market accounts No Yes.....

Institution or issuer name:

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture** No Yes. Give specific information about them.....

Name of entity:

% of ownership:

**CircleUp****\$3,347.36****20. Government and corporate bonds and other negotiable and non-negotiable instruments***Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders.*Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them. No Yes. Give specific information about them

Issuer name:

**21. Retirement or pension accounts***Examples:* Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans No Yes. List each account separately.

Type of account:

Institution name:

**IRA****Etrade****\$22,212.34****IRA****Personal Capital; X6555****\$59,186.54****IRA****Personal Capital; X7330****\$78,591.12****401(k)****Sequoia One (Mass. Mutual)****\$50,640.27****22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company

*Examples:* Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others No Yes.....

Institution name or individual:

**23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)** No Yes.....

Issuer name and description.

**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

 No Yes.....

Institution name and description. Separately file the records of any interests.11 U.S.C. § 521(c):

**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit** No Yes. Give specific information about them...

Debtor 1 James Alexander

**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property***Examples:* Internet domain names, websites, proceeds from royalties and licensing agreements

- No  
 Yes. Give specific information about them...

**27. Licenses, franchises, and other general intangibles***Examples:* Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No  
 Yes. Give specific information about them...

**Money or property owed to you?**

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

**28. Tax refunds owed to you**

- No  
 Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

**29. Family support***Examples:* Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No  
 Yes. Give specific information.....

**30. Other amounts someone owes you***Examples:* Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No  
 Yes. Give specific information..

**31. Interests in insurance policies***Examples:* Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No  
 Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

**Northwestern Mutual term life insurance**

**Unknown****Unknown****32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No  
 Yes. Give specific information..

**33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment***Examples:* Accidents, employment disputes, insurance claims, or rights to sue

- No  
 Yes. Describe each claim.....

**Cred Capital, Inc. D&O or E&O Insurance****\$250,000.00****34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**

- No  
 Yes. Describe each claim.....

**35. Any financial assets you did not already list**

- No  
 Yes. Give specific information..

Debtor 1 James Alexander

Case number (if known)

LBA tokens 4,374,799 and BTC token 1

\$47,449.00

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$733,675.56

**Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.**

37. Do you own or have any legal or equitable interest in any business-related property?

 No. Go to Part 6. Yes. Go to line 38.

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

38. Accounts receivable or commissions you already earned

 No Yes. Describe.....

39. Office equipment, furnishings, and supplies

Examples: Business-related computers, software, modems, printers, copiers, fax machines, rugs, telephones, desks, chairs, electronic devices

 No Yes. Describe.....

40. Machinery, fixtures, equipment, supplies you use in business, and tools of your trade

 No Yes. Describe.....

misc computer and electronics

\$1,000.00

41. Inventory

 No Yes. Describe.....

42. Interests in partnerships or joint ventures

 No Yes. Give specific information about them.....

Name of entity:

% of ownership:

43. Customer lists, mailing lists, or other compilations

 No. Do your lists include personally identifiable information (as defined in 11 U.S.C. § 101(41A))? No Yes. Describe.....

44. Any business-related property you did not already list

 No Yes. Give specific information.....

Debtor 1 James Alexander

45. Add the dollar value of all of your entries from Part 5, including any entries for pages you have attached for Part 5. Write that number here.....

\$1,000.00

**Part 6:** Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.  
If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- No. Go to Part 7.  
 Yes. Go to line 47.

**Part 7:** Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

- No  
 Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here .....

\$0.00

**Part 8:** List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2 .....	\$1,260,000.00
56. Part 2: Total vehicles, line 5	\$13,000.00
57. Part 3: Total personal and household items, line 15	\$9,758.00
58. Part 4: Total financial assets, line 36	\$733,675.56
59. Part 5: Total business-related property, line 45	\$1,000.00
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00
61. Part 7: Total other property not listed, line 54	\$0.00
62. Total personal property. Add lines 56 through 61...	\$757,433.56
	Copy personal property total
63. Total of all property on Schedule A/B. Add line 55 + line 62	\$2,017,433.56

Fill in this information to identify your case:

Debtor 1	<b>James Alexander</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <u>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO</u>			
Case number (if known) _____			

Check if this is an amended filing

**Official Form 106C****Schedule C: The Property You Claim as Exempt**

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

**Part 1: Identify the Property You Claim as Exempt****1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.**

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)  
 You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

**2. For any property you list on Schedule A/B that you claim as exempt, fill in the information below.**

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim <i>Check only one box for each exemption.</i>	Specific laws that allow exemption
3551 Dixie Canyon Pl. Sherman Oaks, CA 91423 Los Angeles County Line from Schedule A/B: 1.1	\$1,260,000.00	<input checked="" type="checkbox"/> \$600,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.730
2012 Mercedes E350 69,000 miles Line from Schedule A/B: 3.1	\$13,000.00	<input checked="" type="checkbox"/> \$3,325.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.010
Misc household goods and furnishings: Hot water heater \$100 Washer/Dryer \$743 Ikea Baby Cribs \$100 Couch \$100 Mirror Consol \$100 Office desk \$100 Padded chairs x4 \$100 Wood chairs x2 \$100 Childrens toys \$100 Linens \$100 Kitchen Line from Schedule A/B: 6.1	\$3,543.00	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020

Debtor 1 **James Alexander**

Case number (if known)

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
<b>Misc electronics at home:</b> Line from Schedule A/B: 7.1	<u>\$2,096.00</u>	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
<b>Misc pictures and artwork</b> Line from Schedule A/B: 8.1	<u>\$1,100.00</u>	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.040
<b>Household games and sports equipment</b> Line from Schedule A/B: 9.1	<u>\$800.00</u>	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
<b>AR15 M4, Smith &amp; Wesson 38 and ammunition</b> Line from Schedule A/B: 10.1	<u>\$2,119.00</u>	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
<b>Misc clothes at home: Used clothing</b> Line from Schedule A/B: 11.1	<u>\$100.00</u>	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020
<b>IRA: Etrade</b> Line from Schedule A/B: 21.1	<u>\$22,212.34</u>	<input type="checkbox"/> <input checked="" type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.115(a)(1) & (2), (b)
<b>IRA: Personal Capital; X6555</b> Line from Schedule A/B: 21.2	<u>\$59,186.54</u>	<input type="checkbox"/> <input checked="" type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.115(a)(1) & (2), (b)
<b>IRA: Personal Capital; X7330</b> Line from Schedule A/B: 21.3	<u>\$78,591.12</u>	<input type="checkbox"/> <input checked="" type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.115(a)(1) & (2), (b)
<b>401(k): Sequoia One (Mass. Mutual)</b> Line from Schedule A/B: 21.4	<u>\$50,640.27</u>	<input type="checkbox"/> <input checked="" type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.115(a)(1) & (2), (b)
<b>Northwestern Mutual term life insurance</b> <b>Beneficiary: Unknown</b> Line from Schedule A/B: 31.1	<u>Unknown</u>	<input checked="" type="checkbox"/> 0% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.100(a)
<b>misc computer and electronics</b> Line from Schedule A/B: 40.1	<u>\$1,000.00</u>	<input checked="" type="checkbox"/> 100% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.060
<b>misc computer and electronics</b> Line from Schedule A/B: 40.1	<u>\$1,000.00</u>	<input checked="" type="checkbox"/> 0% <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 704.020

Debtor 1 **James Alexander**

Case number (if known)

**3. Are you claiming a homestead exemption of more than \$170,350?**

(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)

No

Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

No

Yes

Fill in this information to identify your case:

Debtor 1	<b>James Alexander</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <u>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO</u>			
Case number (if known) _____			

Check if this is an amended filing

**Official Form 106D****Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

**1. Do any creditors have claims secured by your property?**

No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

Yes. Fill in all of the information below.

**Part 1: List All Secured Claims**

**2. List all secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

2.1	<b>JP Morgan Chase</b>	Describe the property that secures the claim:	Column A <b>Amount of claim</b> Do not deduct the value of collateral.	Column B <b>Value of collateral that supports this claim</b>	Column C <b>Unsecured portion if any</b>
	Creditor's Name	<b>Other financial account: Funds on deposit with JP Morgan Chase (x6006)</b>	<b>\$65,000.00</b>	<b>\$93,197.34</b>	<b>\$0.00</b>

Number, Street, City, State &amp; Zip Code

**Who owes the debt? Check one.**

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

2.2	<b>JPMCB HOME</b>	Describe the property that secures the claim:	\$993,576.00	\$1,260,000.00	\$0.00
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Number, Street, City, State &amp; Zip Code

**Who owes the debt? Check one.**

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Debtor 1 **James Alexander**

First Name

Middle Name

Last Name

Case number (if known)

2.3 **Los Angeles County Tax Collector**

Creditor's Name

**P.O. Box 54018  
Los Angeles, CA  
90054-0018**

Number, Street, City, State & Zip Code

**Who owes the debt?** Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt**

Describe the property that secures the claim:

**3551 Dixie Canyon Pl. Sherman Oaks, CA 91423 Los Angeles County**

**Unknown**

**\$1,260,000.00**

**Unknown**

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed

**Nature of lien.** Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit
- Other (including a right to offset) \_\_\_\_\_

Date debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

Add the dollar value of your entries in Column A on this page. Write that number here:

**\$1,058,576.00**

If this is the last page of your form, add the dollar value totals from all pages.

**\$1,058,576.00**

Write that number here:

**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Fill in this information to identify your case:

Debtor 1	<b>James Alexander</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <u>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO</u>			
Case number (if known) _____			

Check if this is an amended filing

## Official Form 106E/F

**Schedule E/F: Creditors Who Have Unsecured Claims**

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

**Part 1: List All of Your PRIORITY Unsecured Claims**

1. Do any creditors have priority unsecured claims against you?

- No. Go to Part 2.  
 Yes.

2. List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

	Total claim	Priority amount	Nonpriority amount
2.1	Last 4 digits of account number	\$0.00	\$0.00
<b>Franchise Tax Board</b> Priority Creditor's Name <b>Special Procedures</b> <b>POB 2952</b> <b>Sacramento, CA 95812</b> Number Street City State Zip Code	When was the debt incurred?		
Who incurred the debt? Check one.	As of the date you file, the claim is: Check all that apply		
<input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another	<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed		
<input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset?	<b>Type of PRIORITY unsecured claim:</b> <input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify _____		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<b>For notice purposes only</b>		

Debtor 1 James Alexander

2.2	<b>Internal Revenue Service</b> Priority Creditor's Name <b>Insolvency I Stop 5022</b> <b>300 N. Los Angeles St., #4062</b> <b>Los Angeles, CA 90012-9903</b> Number Street City State Zip Code	Last 4 digits of account number	\$0.00	\$0.00	\$0.00
		When was the debt incurred?			
		As of the date you file, the claim is: Check all that apply			
		<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed			
		Type of PRIORITY unsecured claim:			
		<input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify _____			
		<b>For notice purposes only</b>			

**Part 2: List All of Your NONPRIORITY Unsecured Claims****3. Do any creditors have nonpriority unsecured claims against you?**

- No. You have nothing to report in this part. Submit this form to the court with your other schedules.  
 Yes.

**4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim.** If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

4.1		Total claim	
	<b>Barclay's Bank Delaware</b> Nonpriority Creditor's Name <b>PO BOX 8803</b> <b>Wilmington, DE 19899</b> Number Street City State Zip Code	Last 4 digits of account number	\$3,575.43
		When was the debt incurred?	
		As of the date you file, the claim is: Check all that apply	
		<input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	
		Type of NONPRIORITY unsecured claim:	
		<input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other. Specify <b>Credit card</b>	

Debtor 1 James Alexander

<b>4.2</b>	<p><b>Buchanon Ingersoll Rooney</b> Nonpriority Creditor's Name <b>919 North Market Street, Suite 990</b> <b>Wilmington, DE 19801</b> Number Street City State Zip Code</p> <p><b>Who incurred the debt?</b> Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only  <input type="checkbox"/> Debtor 2 only  <input type="checkbox"/> Debtor 1 and Debtor 2 only  <input type="checkbox"/> At least one of the debtors and another  <input type="checkbox"/> <b>Check if this claim is for a community debt</b></p> <p><b>Is the claim subject to offset?</b></p> <p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes</p>	<p>Last 4 digits of account number _____ <b>\$104,711.01</b></p> <p>When was the debt incurred? _____</p> <p><b>As of the date you file, the claim is:</b> Check all that apply</p> <p><input type="checkbox"/> Contingent  <input type="checkbox"/> Unliquidated  <input type="checkbox"/> Disputed</p> <p><b>Type of NONPRIORITY unsecured claim:</b></p> <p><input type="checkbox"/> Student loans  <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims  <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts</p> <p><input checked="" type="checkbox"/> Other. Specify <b>Legal fees</b> _____</p>
<b>4.3</b>	<p><b>Capital One Bank USA</b> Nonpriority Creditor's Name <b>PO BOX 31293</b> <b>Salt Lake City, UT 84131</b> Number Street City State Zip Code</p> <p><b>Who incurred the debt?</b> Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only  <input type="checkbox"/> Debtor 2 only  <input type="checkbox"/> Debtor 1 and Debtor 2 only  <input type="checkbox"/> At least one of the debtors and another  <input type="checkbox"/> <b>Check if this claim is for a community debt</b></p> <p><b>Is the claim subject to offset?</b></p> <p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes</p>	<p>Last 4 digits of account number _____ <b>\$347.00</b></p> <p>When was the debt incurred? _____</p> <p><b>As of the date you file, the claim is:</b> Check all that apply</p> <p><input type="checkbox"/> Contingent  <input type="checkbox"/> Unliquidated  <input type="checkbox"/> Disputed</p> <p><b>Type of NONPRIORITY unsecured claim:</b></p> <p><input type="checkbox"/> Student loans  <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims  <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts</p> <p><input checked="" type="checkbox"/> Other. Specify <b>credit card</b> _____</p>
<b>4.4</b>	<p><b>Citicard</b> Nonpriority Creditor's Name <b>PO BOX 6241</b> <b>Sioux Falls, SD 57117</b> Number Street City State Zip Code</p> <p><b>Who incurred the debt?</b> Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only  <input type="checkbox"/> Debtor 2 only  <input type="checkbox"/> Debtor 1 and Debtor 2 only  <input type="checkbox"/> At least one of the debtors and another  <input type="checkbox"/> <b>Check if this claim is for a community debt</b></p> <p><b>Is the claim subject to offset?</b></p> <p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes</p>	<p>Last 4 digits of account number _____ <b>\$1,513.00</b></p> <p>When was the debt incurred? _____</p> <p><b>As of the date you file, the claim is:</b> Check all that apply</p> <p><input type="checkbox"/> Contingent  <input type="checkbox"/> Unliquidated  <input type="checkbox"/> Disputed</p> <p><b>Type of NONPRIORITY unsecured claim:</b></p> <p><input type="checkbox"/> Student loans  <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims  <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts</p> <p><input checked="" type="checkbox"/> Other. Specify <b>credit card</b> _____</p>

Debtor 1 James Alexander

4.5

**Cred Inc. et al,**

Nonpriority Creditor's Name

**c/o Scott Cousins, Esq.****1521 Concord Pike, Suite 301****Wilmington, DE 19803**

Number Street City State Zip Code

Who incurred the debt? Check one.

 Debtor 1 only Debtor 2 only Debtor 1 and Debtor 2 only At least one of the debtors and another Check if this claim is for a community debt

Is the claim subject to offset?

 No Yes

Last 4 digits of account number

\$0.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

 Contingent Unliquidated Disputed

Type of NONPRIORITY unsecured claim:

 Student loans Obligations arising out of a separation agreement or divorce that you did not report as priority claims Debts to pension or profit-sharing plans, and other similar debts Other. Specify **Pending bankruptcy cases**

4.6

**Discover Student Loans**

Nonpriority Creditor's Name

**PO BOX 30948****Salt Lake City, UT 84130**

Number Street City State Zip Code

Who incurred the debt? Check one.

 Debtor 1 only Debtor 2 only Debtor 1 and Debtor 2 only At least one of the debtors and another Check if this claim is for a community debt

Is the claim subject to offset?

 No Yes

Last 4 digits of account number

\$86,000.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

 Contingent Unliquidated Disputed

Type of NONPRIORITY unsecured claim:

 Student loans Obligations arising out of a separation agreement or divorce that you did not report as priority claims Debts to pension or profit-sharing plans, and other similar debts Other. Specify **Student loans**

4.7

**SOFI**

Nonpriority Creditor's Name

**2750 E COTTONWOOD PKWY****Salt Lake City, UT 84121**

Number Street City State Zip Code

Who incurred the debt? Check one.

 Debtor 1 only Debtor 2 only Debtor 1 and Debtor 2 only At least one of the debtors and another Check if this claim is for a community debt

Is the claim subject to offset?

 No Yes

Last 4 digits of account number

\$4,438.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

 Contingent Unliquidated Disputed

Type of NONPRIORITY unsecured claim:

 Student loans Obligations arising out of a separation agreement or divorce that you did not report as priority claims Debts to pension or profit-sharing plans, and other similar debts Other. Specify **unsecured loan**

Debtor 1 **James Alexander**

Main Document

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Case number (if known)

4.8

**US Bank**

Nonpriority Creditor's Name

**PO BOX 13****Hillsboro, OH 45133**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 Check if this claim is for a community debt

Is the claim subject to offset?

- No  
 Yes

Last 4 digits of account number

\$15,314.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent  
 Unliquidated  
 Disputed

## Type of NONPRIORITY unsecured claim:

- Student loans  
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Debts to pension or profit-sharing plans, and other similar debts

 Other. Specify **Auto Lease**

4.9

**USAA**

Nonpriority Creditor's Name

**PO BOX 47504****San Antonio, TX 78265**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 Check if this claim is for a community debt

Is the claim subject to offset?

- No  
 Yes

Last 4 digits of account number

\$1,471.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent  
 Unliquidated  
 Disputed

## Type of NONPRIORITY unsecured claim:

- Student loans  
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Debts to pension or profit-sharing plans, and other similar debts

 Other. Specify **Credit card**4.1  
0**Wells Fargo Bank**

Nonpriority Creditor's Name

**PO BOX 14517****Des Moines, IA 50306**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 Check if this claim is for a community debt

Is the claim subject to offset?

- No  
 Yes

Last 4 digits of account number

\$32,260.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent  
 Unliquidated  
 Disputed

## Type of NONPRIORITY unsecured claim:

- Student loans  
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Debts to pension or profit-sharing plans, and other similar debts

 Other. Specify **credit card**

Debtor 1 James Alexander

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Case number (if known)

4.1  
1**WF Credit Services**

Nonpriority Creditor's Name

PO BOX 14517  
Des Moines, IA 50306

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 Check if this claim is for a community debt

Is the claim subject to offset?

- No  
 Yes

Last 4 digits of account number

\$5,935.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent  
 Unliquidated  
 Disputed

**Type of NONPRIORITY unsecured claim:**

- Student loans  
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims  
 Debts to pension or profit-sharing plans, and other similar debts  
 Other. Specify **Credit card**

**Part 3: List Others to Be Notified About a Debt That You Already Listed**

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

**Part 4: Add the Amounts for Each Type of Unsecured Claim**

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		<b>Total Claim</b>
Total claims from Part 1	6a. Domestic support obligations	6a. \$ <b>0.00</b>
	6b. Taxes and certain other debts you owe the government	6b. \$ <b>0.00</b>
	6c. Claims for death or personal injury while you were intoxicated	6c. \$ <b>0.00</b>
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d. \$ <b>0.00</b>
	6e. Total Priority. Add lines 6a through 6d.	6e. \$ <b>0.00</b>
Total claims from Part 2	6f. Student loans	6f. \$ <b>0.00</b>
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g. \$ <b>0.00</b>
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h. \$ <b>0.00</b>
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i. \$ <b>255,564.44</b>
	6j. Total Nonpriority. Add lines 6f through 6i.	6j. \$ <b>255,564.44</b>

Fill in this information to identify your case:

Debtor 1	<b>James Alexander</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <u>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO</u>			
Case number (if known) _____			

Check if this is an amended filing

**Official Form 106G****Schedule G: Executory Contracts and Unexpired Leases**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

## 1. Do you have any executory contracts or unexpired leases?

- No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.  
 Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).

## 2. List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease Name, Number, Street, City, State and ZIP Code			State what the contract or lease is for
2.1			
Name _____			
Number	Street _____		
City	State	ZIP Code _____	
2.2			
Name _____			
Number	Street _____		
City	State	ZIP Code _____	
2.3			
Name _____			
Number	Street _____		
City	State	ZIP Code _____	
2.4			
Name _____			
Number	Street _____		
City	State	ZIP Code _____	
2.5			
Name _____			
Number	Street _____		
City	State	ZIP Code _____	

Fill in this information to identify your case:

Debtor 1	<b>James Alexander</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: <u>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO</u>			
Case number (if known) _____			

Check if this is an amended filing

## Official Form 106H

**Schedule H: Your Codebtors**

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

**1. Do you have any codebtors?** (If you are filing a joint case, do not list either spouse as a codebtor.)

- No  
 Yes

**2. Within the last 8 years, have you lived in a community property state or territory?** (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- No. Go to line 3.  
 Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

**3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.**

**Column 1: Your codebtor**

Name, Number, Street, City, State and ZIP Code

**Column 2: The creditor to whom you owe the debt**

Check all schedules that apply:

**3.1**

Name \_\_\_\_\_

 Schedule D, line \_\_\_\_\_Number  
City

Street

State

ZIP Code

 Schedule E/F, line \_\_\_\_\_ Schedule G, line \_\_\_\_\_**3.2**

Name \_\_\_\_\_

 Schedule D, line \_\_\_\_\_Number  
City

Street

State

ZIP Code

 Schedule E/F, line \_\_\_\_\_ Schedule G, line \_\_\_\_\_

Fill in this information to identify your case:

Debtor 1	<b>James Alexander</b>
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO
Case number (if known)	

Check if this is:

- An amended filing  
 A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

12/15

## Official Form 106I

### Schedule I: Your Income

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

	Debtor 1	Debtor 2 or non-filing spouse
Employment status	<input type="checkbox"/> Employed <input checked="" type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
Occupation		
Employer's name		
Employer's address		

How long employed there?

#### Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <b>0.00</b>	\$ <b>N/A</b>
3. Estimate and list monthly overtime pay.	3. +\$ <b>0.00</b>	+\$ <b>N/A</b>
4. Calculate gross income. Add line 2 + line 3.	4. \$ <b>0.00</b>	\$ <b>N/A</b>

Debtor 1 **James Alexander**

Case number (if known)

Copy line 4 here .....	For Debtor 1	For Debtor 2 or non-filing spouse
5. List all payroll deductions:	4. \$ <b>0.00</b>	\$ <b>N/A</b>
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>0.00</b>	\$ <b>N/A</b>
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>N/A</b>
5c. Voluntary contributions for retirement plans	5c. \$ <b>0.00</b>	\$ <b>N/A</b>
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>N/A</b>
5e. Insurance	5e. \$ <b>0.00</b>	\$ <b>N/A</b>
5f. Domestic support obligations	5f. \$ <b>0.00</b>	\$ <b>N/A</b>
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>N/A</b>
5h. Other deductions. Specify: _____	5h.+ \$ <b>0.00</b>	+ \$ <b>N/A</b>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>0.00</b>	\$ <b>N/A</b>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ <b>0.00</b>	\$ <b>N/A</b>
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <b>0.00</b>	\$ <b>N/A</b>
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>N/A</b>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <b>0.00</b>	\$ <b>N/A</b>
8d. Unemployment compensation	8d. \$ <b>0.00</b>	\$ <b>N/A</b>
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>N/A</b>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f. \$ <b>0.00</b>	\$ <b>N/A</b>
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>N/A</b>
8h. Other monthly income. Specify: _____	8h.+ \$ <b>0.00</b>	+ \$ <b>N/A</b>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>0.00</b>	\$ <b>N/A</b>
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <b>0.00</b> + \$ <b>N/A</b>	= \$ <b>0.00</b>
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____	11. +\$ <b>0.00</b>	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies	12. \$ <b>0.00</b>	Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain: _____		

Fill in this information to identify your case:

Debtor 1	<b>James Alexander</b>
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO
Case number (If known)	

Check if this is:

- An amended filing  
 A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

No. Go to line 2.

Yes. Does Debtor 2 live in a separate household?

No

Yes. Debtor 2 must file Official Form 106J-2, Expenses for Separate Household of Debtor 2.

2. Do you have dependents?  No

Do not list Debtor 1 and  
Debtor 2.

Yes.

Fill out this information for  
each dependent.....

Dependent's relationship to  
Debtor 1 or Debtor 2

Dependent's  
age

Does dependent  
live with you?

No

Yes

No

Yes

No

Yes

No

Yes

3. Do your expenses include  
expenses of people other than  
yourself and your dependents?  No  
 Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental Schedule J, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know  
the value of such assistance and have included it on Schedule I: Your Income  
(Official Form 106I.)

4. The rental or home ownership expenses for your residence. Include first mortgage  
payments and any rent for the ground or lot.

4. \$ 4,885.27

If not included in line 4:

#### Your expenses

- 4a. Real estate taxes  
 4b. Property, homeowner's, or renter's insurance  
 4c. Home maintenance, repair, and upkeep expenses  
 4d. Homeowner's association or condominium dues  
 5. Additional mortgage payments for your residence, such as home equity loans

4a. \$	<u>1,312.50</u>
4b. \$	<u>180.96</u>
4c. \$	<u>1,150.00</u>
4d. \$	<u>0.00</u>
5. \$	<u>0.00</u>

Debtor 1 <b>James Alexander</b>	Case number (if known)
<hr/>	
<b>6. Utilities:</b>	
6a. Electricity, heat, natural gas	6a. \$ <b>554.46</b>
6b. Water, sewer, garbage collection	6b. \$ <b>0.00</b>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$ <b>490.00</b>
6d. Other. Specify: _____	6d. \$ <b>0.00</b>
<b>7. Food and housekeeping supplies</b>	7. \$ <b>1,300.00</b>
<b>8. Childcare and children's education costs</b>	8. \$ <b>0.00</b>
<b>9. Clothing, laundry, and dry cleaning</b>	9. \$ <b>100.00</b>
<b>10. Personal care products and services</b>	10. \$ <b>100.00</b>
<b>11. Medical and dental expenses</b>	11. \$ <b>380.00</b>
<b>12. Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$ <b>560.00</b>
<b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$ <b>100.00</b>
<b>14. Charitable contributions and religious donations</b>	14. \$ <b>20.00</b>
<b>15. Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.	
15a. Life insurance	15a. \$ <b>0.00</b>
15b. Health insurance	15b. \$ <b>1,605.14</b>
15c. Vehicle insurance	15c. \$ <b>1,115.68</b>
15d. Other insurance. Specify: _____	15d. \$ <b>0.00</b>
<b>16. Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$ <b>0.00</b>
<b>17. Installment or lease payments:</b>	
17a. Car payments for Vehicle 1	17a. \$ <b>1,146.15</b>
17b. Car payments for Vehicle 2	17b. \$ <b>0.00</b>
17c. Other. Specify: _____	17c. \$ <b>0.00</b>
17d. Other. Specify: _____	17d. \$ <b>0.00</b>
<b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>	18. \$ <b>0.00</b>
<b>19. Other payments you make to support others who do not live with you.</b> Specify: _____	19. \$ <b>0.00</b>
<b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>	
20a. Mortgages on other property	20a. \$ <b>0.00</b>
20b. Real estate taxes	20b. \$ <b>0.00</b>
20c. Property, homeowner's, or renter's insurance	20c. \$ <b>0.00</b>
20d. Maintenance, repair, and upkeep expenses	20d. \$ <b>0.00</b>
20e. Homeowner's association or condominium dues	20e. \$ <b>0.00</b>
<b>21. Other:</b> Specify: _____	21. +\$ <b>0.00</b>
<b>22. Calculate your monthly expenses</b>	
22a. Add lines 4 through 21.	\$ <b>15,000.16</b>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$ <b>15,000.16</b>
22c. Add line 22a and 22b. The result is your monthly expenses.	\$ <b>15,000.16</b>
<b>23. Calculate your monthly net income.</b>	
23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.	23a. \$ <b>0.00</b>
23b. Copy your monthly expenses from line 22c above.	23b. -\$ <b>15,000.16</b>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$ <b>-15,000.16</b>
<b>24. Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?	
<input checked="" type="checkbox"/> No.	
<input type="checkbox"/> Yes.	Explain here: _____

Fill in this information to identify your case:

Debtor 1	<b>James Alexander</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO		
Case number (if known)			

Check if this is an amended filing

Official Form 106Dec

## Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

 Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

No

Yes. Name of person \_\_\_\_\_

Attach *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X

James Alexander  
Signature of Debtor 1

X

Signature of Debtor 2

Date February 22, 2021

Date \_\_\_\_\_

**Fill in this information to identify your case:**

Debtor 1	<b>James Alexander</b>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO		
Case number (if known)			

Check if this is an amended filing

## Official Form 107

### Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- Married
- Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- No
- Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:

4501 Finley Ave, #406  
Los Angeles, CA 90025

Dates Debtor 1  
lived there

From-To:  
1/12/16-2/1/20

Debtor 2 Prior Address:

Same as Debtor 1

Dates Debtor 2  
lived there

Same as Debtor 1  
From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- No
- Yes. Make sure you fill out Schedule H: Your Codebtors (Official Form 106H).

#### Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities.  
If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- No
- Yes. Fill in the details.

Debtor 1	Gross income (before deductions and exclusions)	Debtor 2	Gross income (before deductions and exclusions)
Sources of income Check all that apply.		Sources of income Check all that apply.	

From January 1 of current year until  
the date you filed for bankruptcy:

- |  |             |   |
|--|-------------|---|
| <input checked="" type="checkbox"/> Wages, commissions,<br>bonuses, tips | \$30,000.00 | <input type="checkbox"/> Wages, commissions,<br>bonuses, tips |
| <input type="checkbox"/> Operating a business                            |             | <input type="checkbox"/> Operating a business                 |

Debtor 1 James Alexander

Main Document

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Case number (if known)

	<b>Debtor 1</b> <b>Sources of income</b> Check all that apply.	<b>Gross income</b> (before deductions and exclusions)	<b>Debtor 2</b> <b>Sources of income</b> Check all that apply.	<b>Gross income</b> (before deductions and exclusions)
<b>For last calendar year:</b> <b>(January 1 to December 31, 2020 )</b>	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$340,000.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	
<b>For the calendar year before that:</b> <b>(January 1 to December 31, 2019 )</b>	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$120,000.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

**5. Did you receive any other income during this year or the two previous calendar years?**

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- No
- Yes. Fill in the details.

<b>Debtor 1</b> <b>Sources of income</b> Describe below.	<b>Gross income from each source</b> (before deductions and exclusions)	<b>Debtor 2</b> <b>Sources of income</b> Describe below.	<b>Gross income</b> (before deductions and exclusions)

**Part 3: List Certain Payments You Made Before You Filed for Bankruptcy****6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**

- No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825\* or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$6,825\* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

\* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

- Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Chase Home Services 700 Kansas Lane Monroe, LA 71203	1/21/2021	\$34,196.89	\$1,046,674.29	<input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____

Debtor 1 James Alexander

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Chase Credit Card PO Box 6294 Carol Stream, IL 60197	1/19/2021	\$11,523.92	\$1,460.00	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other _____
Cultural Care Au Pere 1 Education Street Cambridge, MA 02141	12/23/220	\$14,947.58	\$0.00	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input checked="" type="checkbox"/> Other <u>childcare</u>

## 7. Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?

Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- No  
 Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
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## 8. Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?

Include payments on debts guaranteed or cosigned by an insider.

- No  
 Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
----------------------------	------------------	-------------------	----------------------	-------------------------

**Part 4: Identify Legal Actions, Repossessions, and Foreclosures**

## 9. Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?

List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- No  
 Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
CRED INC., CRED CAPITAL, INC., and CRED (US) LLC vs. James Alexander Adv. Proc. No: 20-51006	Turnover	US Bankruptcy Court - Delaware	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Cred Inc. (f/k/a Cred LLC) and Cred Capital, Inc. v. James Alexander 20-CIV-02915	Turnover	Superior Court of California	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

Debtor 1 James Alexander

Main Document

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Case number (if known)

10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied? Check all that apply and fill in the details below.

- No. Go to line 11.  
 Yes. Fill in the information below.

Creditor Name and Address	Describe the Property	Date	Value of the property
Explain what happened			

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- No  
 Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
---------------------------	---------------------------------------	-----------------------	--------

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- No  
 Yes

#### Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- No  
 Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
Person to Whom You Gave the Gift and Address:			

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- No  
 Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value
St. Sophia cathedral 1324 Normandy Ave Los Angeles, CA 90006	monthly parish contribution	1/11/2020	\$2,000.00

#### Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- No  
 Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of Schedule A/B: Property.	Date of your loss	Value of property lost
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Debtor 1 James Alexander

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Case number (if known)

**Part 7: List Certain Payments or Transfers**

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?
- Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

No  
 Yes. Fill in the details.

Person Who Was Paid	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Address Email or website address Person Who Made the Payment, if Not You  Levene, Neale, Bender, Yoo & Brill L.L.P. 10250 Constellation Blvd. # 1700 Los Angeles, CA 90067 <a href="http://www.lnbyb.com">http://www.lnbyb.com</a>	\$20,000	2/4/2021	\$20,000.00

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?
- Do not include any payment or transfer that you listed on line 16.

No  
 Yes. Fill in the details.

Person Who Was Paid	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Address			

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?
- Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

No  
 Yes. Fill in the details.

Person Who Received Transfer	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
Address  Person's relationship to you			

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called asset-protection devices.)

No  
 Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made

**Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units**

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?
- Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

No  
 Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- No  
 Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
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22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- No  
 Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
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#### Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- No  
 Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
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#### Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- No  
 Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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25. Have you notified any governmental unit of any release of hazardous material?

- No  
 Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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Debtor 1 James Alexander

Main Document

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Case number (if known)

## 26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- No  
 Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
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**Part 11: Give Details About Your Business or Connections to Any Business**

## 27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time  
 A member of a limited liability company (LLC) or limited liability partnership (LLP)  
 A partner in a partnership  
 An officer, director, or managing executive of a corporation  
 An owner of at least 5% of the voting or equity securities of a corporation  
 No. None of the above applies. Go to Part 12.

- Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business  Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN.  Dates business existed
Cred Capital, Inc. 2121 S. El Camino Real San Mateo, CA 94403	investment management  Joe Podulka	EIN:  From-To 3/15/2020 -1/7/2020
A Capital A, Inc. 4501 Finley Ave, Apt 406 Los Angeles, CA 90027	Consulting  Alex fard	EIN: 81-1117798  From-To 1/1/2014 - 12/31/2018

## 28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- No  
 Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued
---	-------------

**Part 12: Sign Below**

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both.  
 18 U.S.C. §§ 152, 1341, 1519, and 3571.

  
 James Alexander  
 Signature of Debtor 1

Signature of Debtor 2

Date February 22, 2021

Date \_\_\_\_\_

Did you attach additional pages to Your *Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- No  
 Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- No

Debtor 1 James Alexander

Yes. Name of Person \_\_\_\_\_. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Fill in this information to identify your case:

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Debtor 1	<b>James Alexander</b>	
	First Name	Middle Name
Debtor 2 (Spouse, if filing)		
	First Name	Middle Name
	Last Name	
United States Bankruptcy Court for the: Central District of California		
Case number <u>1:21-bk-10214-MB</u> (If known)		

 Check if this is an amended filing**Official Form 122B****Chapter 11 Statement of Your Current Monthly Income**

04/20

You must file this form if you are an individual and are filing for bankruptcy under Chapter 11. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known).

**Part 1: Calculate Your Current Monthly Income**

1. What is your marital and filing status? Check one only.

- Not married. Fill out Column A, lines 2-11.  
 Married and your spouse is filing with you. Fill out both Columns A and B, lines 2-11.  
 Married and your spouse is NOT filing with you. Fill out Column A, lines 2-11.

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

Column A Debtor 1	Column B Debtor 2
----------------------	----------------------

2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions). \$ 0.00    \$ 0.00
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in. \$ 0.00    \$ 0.00
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3. \$ 0.00    \$ 0.00

5. Net income from operating a business, profession, or farm

Debtor 1	Debtor 2
----------	----------

Gross receipts (before all deductions)	\$ <u>0.00</u>	\$ <u>0.00</u>
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Ordinary and necessary operating expenses	- \$ <u>0.00</u>	- \$ <u>0.00</u>
---	------------------	------------------

Net monthly income from a business, profession, or farm	\$ <u>0.00</u>	\$ <u>0.00</u>	<b>Copy here ➔</b>	\$ <u>0.00</u>	\$ <u>0.00</u>
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6. Net income from rental and other real property

Debtor 1	Debtor 2
----------	----------

Gross receipts (before all deductions)	\$ <u>0.00</u>	\$ <u>0.00</u>
--	----------------	----------------

Ordinary and necessary operating expenses	- \$ <u>0.00</u>	- \$ <u>0.00</u>
---	------------------	------------------

Net monthly income from rental or other real property	\$ <u>0.00</u>	\$ <u>0.00</u>	<b>Copy here ➔</b>	\$ <u>0.00</u>	\$ <u>0.00</u>
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Debtor 1 James Alexander  
 First Name Middle Name Last Name

Case number (if known) 1:21-bk-10214-MB

Column A  
 Debtor 1

Column B  
 Debtor 2

**7. Interest, dividends, and royalties**

\$ 135.00

\$ \_\_\_\_\_

**8. Unemployment compensation**

\$ 0.00

\$ \_\_\_\_\_

Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here: 

For you ..... \$ 0.00

For your spouse ..... \$ \_\_\_\_\_

**9. Pension or retirement income.** Do not include any amount received that was a benefit under the Social Security Act. Also, except as stated in the next sentence, do not include any compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If you received any retired pay paid under chapter 61 of title 10, then include that pay only to the extent that it does not exceed the amount of retired pay to which you would otherwise be entitled if retired under any provision of title 10 other than chapter 61 of that title.

\$ 0.00 \$ \_\_\_\_\_

**10. Income from all other sources not listed above.** Specify the source and amount. Do not include any benefits received under the Social Security Act; payments made under the Federal law relating to the national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.) with respect to the coronavirus disease 2019 (COVID-19); payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism; or compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If necessary, list other sources on a separate page and put the total below.

\_\_\_\_\_ \$ 0.00 \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Total amounts from separate pages, if any.

+ \$ \_\_\_\_\_ + \$ \_\_\_\_\_

\$ 135.00 + \$ \_\_\_\_\_ = \$ 135.00  
 Total current monthly income

**Part 2: Sign Below**

By signing here, under penalty of perjury I declare that the information on this statement and in any attachments is true and correct.

X

Signature of Debtor 1

X

Signature of Debtor 2

Date 02/23/2021  
 MM / DD / YYYY

Date \_\_\_\_\_  
 MM / DD / YYYY

**United States Bankruptcy Court**  
**Central District of California - San Fernando**

In re **James Alexander**

Debtor(s)

Case No.

Chapter

**11**

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept .....	\$ <b>20,000.00</b>
Prior to the filing of this statement I have received .....	\$ <b>20,000.00</b>
Balance Due .....	\$ <b>0.00</b>

2. \$ **1,738.00** of the filing fee has been paid.

3. The source of the compensation paid to me was:

Debtor       Other (specify):

4. The source of compensation to be paid to me is:

Debtor       Other (specify):

5.  I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
- e. [Other provisions as needed]

**Advising the Debtor with regard to the requirements of the Bankruptcy Court, Bankruptcy Code, Bankruptcy Rules and the Office of the United States Trustee as they pertain to the Debtor; advising the Debtor with regard to certain rights and remedies of its bankruptcy estate and the rights, claims and interests of creditors; representing the Chapter 11 Debtor in any proceeding or hearing in the Bankruptcy Court involving its estate unless the Debtor is represented in such proceeding or hearing by other special counsel; conducting examinations of witnesses, claimants or adverse parties and representing the Debtor in any adversary proceeding except to the extent that any such adversary proceeding is in an area outside of LNYB's expertise or which is beyond LNYB's staffing capabilities; preparing and assisting the Debtor in the preparation of reports, applications, pleadings and orders including, but not limited to, applications to employ professionals, interim statements and operating reports, initial filing requirements, schedules and statement of financial affairs, lease pleadings, cash collateral pleadings, financing pleadings, and pleadings with respect to the Debtor's use, sale or lease of property outside the ordinary course of business; representing the Debtor with regard to obtaining use of debtor in possession financing and/or cash collateral including, but not limited to, negotiating and seeking Bankruptcy Court approval of any debtor in possession financing and/or cash collateral pleading or stipulation and preparing any pleadings relating to obtaining use of debtor in possession financing and/or cash collateral; assisting the Debtor in the negotiation, formulation, preparation and confirmation of a plan of reorganization and the preparation and approval of a disclosure statement in respect of the plan; and performing any other services which may be appropriate in LNYB's representation of the Debtor in Possession during the Chapter 11 bankruptcy case.**

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

**Matters which are outside of LNYB's specialization, any matters outside of a Chapter 11 proceeding and any nondischargeability investigation or litigation**

In re James Alexander

Case No. 1:21-bk-10214-MB

Debtor(s)

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**  
(Continuation Sheet)

**CERTIFICATION**

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

February 23, 2021

*Date*

/s/ David B. Golubchik

**David B. Golubchik 185520**

*Signature of Attorney*

**Levene, Neale, Bender, Yoo & Brill L.L.P.**

**10250 Constellation Blvd., Suite 1700**

**Los Angeles, CA 90067**

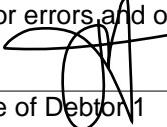
**(310) 229-1234**

*Name of law firm*

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address <b>David B. Golubchik 185520</b> <b>10250 Constellation Blvd., Suite 1700</b> <b>Los Angeles, CA 90067</b> <b>(310) 229-1234</b> California State Bar Number: <b>185520 CA</b>	FOR COURT USE ONLY
<input type="checkbox"/> <i>Debtor(s) appearing without an attorney</i> <input checked="" type="checkbox"/> <i>Attorney for Debtor</i>	
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO</b>	
In re:  <b>James Alexander</b>	CASE NO.: CHAPTER: 11
<b>VERIFICATION OF MASTER MAILING LIST OF CREDITORS</b>  <b>[LBR 1007-1(a)]</b>	
Debtor(s).	

Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attorney if applicable, certifies under penalty of perjury that the master mailing list of creditors filed in this bankruptcy case, consisting of 3 sheet(s) is complete, correct, and consistent with the Debtor's schedules and I/we assume all responsibility for errors and omissions.

Date: February 22, 2021



Signature of Debtor 1

Date: \_\_\_\_\_

Signature of Debtor 2 (joint debtor) (if applicable)

Date: February 22, 2021

Signature of Attorney for Debtor (if applicable)

James Alexander  
13535 Ventura Blvd  
Ste C, PMB 405  
Sherman Oaks, CA 91423

David B. Golubchik  
Levene, Neale, Bender, Yoo & Brill L.L.P.  
10250 Constellation Blvd., Suite 1700  
Los Angeles, CA 90067

U.S. Trustee San Fernando Valley  
915 Wilshire Blvd.  
Suite 1850  
Los Angeles, CA 90017

Barclay's Bank Delaware  
PO BOX 8803  
Wilmington, DE 19899

Buchanon Ingersoll Rooney  
919 North Market Street, Suite 990  
Wilmington, DE 19801

Capital One Bank USA  
PO BOX 31293  
Salt Lake City, UT 84131

Citicard  
PO BOX 6241  
Sioux Falls, SD 57117

Cred Inc. et al,  
c/o Scott Cousins, Esq.  
1521 Concord Pike, Suite 301  
Wilmington, DE 19803

Discover Student Loans  
PO BOX 30948  
Salt Lake City, UT 84130

Franchise Tax Board  
Special Procedures  
POB 2952  
Sacramento, CA 95812

Internal Revenue Service  
Insolvency I Stop 5022  
300 N. Los Angeles St., #4062  
Los Angeles, CA 90012-9903

JP Morgan Chase

JPMCB HOME  
700 KANSAS LN  
Monroe, LA 71203

Los Angeles County Tax Collector  
P.O. Box 54018  
Los Angeles, CA 90054-0018

SOFI  
2750 E COTTONWOOD PKWY  
Salt Lake City, UT 84121

US Bank  
PO BOX 13  
Hillsboro, OH 45133

USAA  
PO BOX 47504  
San Antonio, TX 78265

Wells Fargo Bank  
PO BOX 14517  
Des Moines, IA 50306

WF Credit Services  
PO BOX 14517  
Des Moines, IA 50306

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address <b>David B. Golubchik 185520</b> <b>10250 Constellation Blvd., Suite 1700</b> <b>Los Angeles, CA 90067</b> <b>(310) 229-1234</b> <b>185520 CA</b>	FOR COURT USE ONLY
<input type="checkbox"/> Debtor(s) appearing without an attorney <input type="checkbox"/> Attorney for Debtor(s)	
<b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA - SAN FERNANDO</b>	
In re:  <b>James Alexander</b>	CASE NO.: CHAPTER: 11
	<b>DECLARATION BY DEBTOR(S) AS TO WHETHER INCOME WAS RECEIVED FROM AN EMPLOYER WITHIN 60 DAYS OF THE PETITION DATE</b> [11 U.S.C. § 521(a)(1)(B)(iv)]
Debtor(s).	[No hearing Required]

Debtor(s) provides the following declaration(s) as to whether income was received from an employer within 60 days of the Debtor(s) filing this bankruptcy case (Petition Date), as required by 11 U.S.C. § 521(a)(1)(B)(iv):

Declaration of Debtor 1

1.  I am Debtor 1 in this case, and I declare under penalty of perjury that the following information is true and correct:

**During the 60-day period before the Petition Date (Check only ONE box below):**

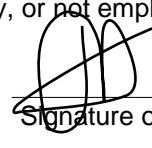
**I was paid by an employer.** Attached are copies of all statements of earnings, pay stubs, or other proof of employment income I received from my employer during this 60-day period. (If the Debtor's social security number or bank account is on a pay stub or other proof of income, the Debtor must cross out (redact) the number(s) before filing this declaration.)

**I was not paid by an employer** because I was either self-employed only, or not employed.

Date: February 22, 2021

James Alexander

Printed name of Debtor 1

  
Signature of Debtor 1

Declaration of Debtor 2 (Joint Debtor) (if applicable)

2.  I am Debtor 2 in this case, and I declare under penalty of perjury that the following information is true and correct:

**During the 60-day period before the Petition Date (Check only ONE box below):**

**I was paid by an employer.** Attached are copies of all statements of earnings, pay stubs, or other proof of employment income I received from my employer during this 60-day period. (If the Debtor's social security number or bank account is on a pay stub or other proof of income, the Debtor must cross out (redact) the number(s) before filing this declaration.)

**I was not paid by an employer** because I was either self-employed only, or not employed.

Date: \_\_\_\_\_ Printed name of Debtor 2 \_\_\_\_\_ Signature of Debtor 2 \_\_\_\_\_

# Exhibit G

Redacted in its entirety

# Exhibit H

March 21, 2021

**BY EMAIL**

James Alexander c/o  
Mark Pfeiffer/Geoffrey Grivner  
Buchanan Ingersoll & Rooney PC  
919 North Market Street, Suite 990  
Wilmington, Delaware 19801

**Re: *In re Cred Inc., et al.*, No. 20-bk-12836 (Bankr. D. Del.)**

Dear Mark,

As you are aware, the Committee uncovered that your client James Alexander improperly transferred and liquidated at least 100 Bitcoin of the Debtors' assets during the pendency of the Bankruptcy Cases. Accordingly, the Committee sought emergency relief (the "Emergency Motion"), and the Court entered an emergency order requiring your client to turn over all Cred cryptocurrency and other assets in his possession and to submit to comprehensive discovery (the "Emergency Order"). Put plainly, the Court ordered that "[i]t is time for Alexander to start answering some difficult questions and do so in a way that gives the parties and the Court the ability to understand what's going on here." (Hearing Tr. at 23.)<sup>1</sup> Alexander has failed to comply with the Emergency Order.

We have engaged in countless emails, phone calls, and Zoom conferences in connection with our good faith efforts to obtain compliance from Alexander. On Wednesday, March 17, 2021, you asked the Committee to provide a list of outstanding items from the Emergency Order that Alexander has failed to complete. The Committee has provided these outstanding items on many occasions, but it will do so again here. The Committee requests a response, document production, and a supplemental declaration by **March 24, 2021**.

**A. The Declaration is Insufficient**

Alexander has failed to provide the detailed declaration required by the Emergency Order. Both of Alexander's declarations fail to provide the information required by the Emergency Order.

<sup>1</sup> The transcript of the hearing on the Committee's motion for emergency relief will be referred to herein as the "Hearing Tr."

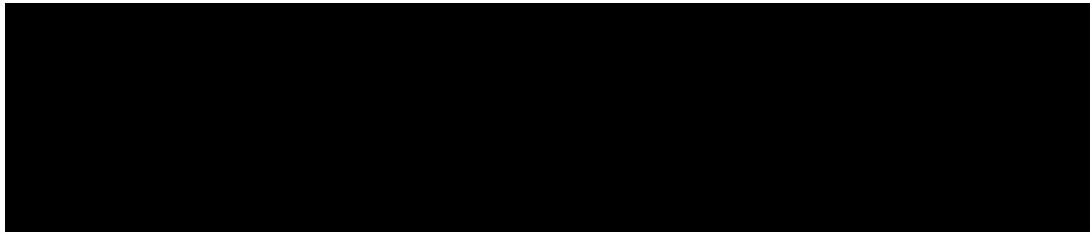
The Court ordered Alexander to “submit a declaration by sometime today that lays out exactly what he has, when he got it, how he got it, where it was transferred to, how it was liquidated, where the liquidated funds are located,” (Hearing Tr. at 24), “provide an explanation for each of the transfers subsequent to the initial transfer of all the Bitcoin, as well as an explanation for why he liquidated the Bitcoin and where that money is located,” ( Hearing Tr. at 35), and “[w]hen he’s describing the transfer’s, he’s describing who the funds were – or who the Bitcoin or who the funds were transferred to and where they’re currently residing so – and not just some anonymous account number. He has to provide full disclosure here.” (Hearing Tr. at 37). Alexander has failed to do so.

Alexander failed to meet the February 4, 2021 5:00PM deadline required by the Court and submitted a completely deficient declaration on February 6, 2021 (the “Alexander Declaration”). Since the entry of the Emergency Order, the Committee has been actively seeking a declaration that complies with the requirements of the Emergency Order. Hours after receiving the Alexander Declaration, the Committee notified you, as counsel to Alexander, that the declaration was insufficient. The Committee sent comprehensive emails to you on February 7, 2021 and February 23, 2021, identifying in detail the shortcomings in the Alexander Declaration. You never substantively responded.

The Committee followed up on February 25, 2021, March 1, 2021, and March 14, 2021. Although you responded to some of these emails indicating that Alexander was “working on it,” You did not provide any substantive responses. Accordingly, the Committee moved for contempt. An hour prior to the hearing on the contempt motion, Alexander provided a supplemental declaration that failed to address any of the deficiencies outlined by the Committee (the “Alexander Supplemental Declaration”).

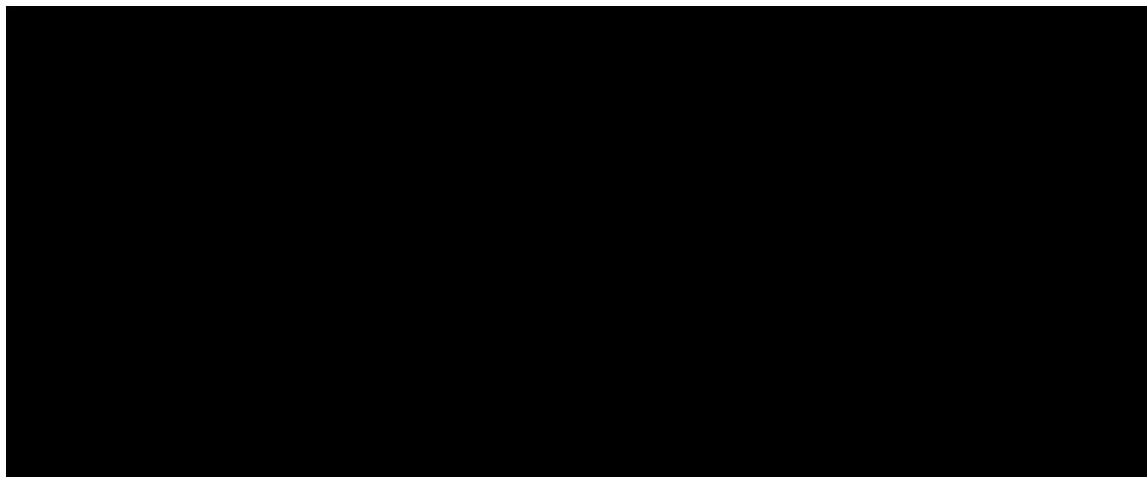
Alexander’s Supplemental Declaration does not comply with the Emergency Order. Based on documents provided by Alexander and his admissions during his deposition, we know that he engaged in at least two key liquidations of Cred Bitcoin. Alexander’s Supplemental Declaration fails to explain those liquidations and Alexander’s subsequent use of the proceeds of those liquidations.

The first known liquidation occurred in July and August of 2020 of approximately 75 Bitcoin. Alexander’s most substantial liquidation occurred on July 16, 2020 of approximately 56 Bitcoin. This was the day after Cred filed a civil complaint against Alexander in California and the day before the temporary restraining order hearing. Based on certain bank records and Alexander’s deposition testimony, it is clear that some (but not all) of the proceeds of that liquidation were ultimately remitted to a JP Morgan Chase account controlled by Alexander and subsequently transferred to a Wells Fargo Account controlled by Alexander. Following that transfer, Alexander executed a series of cash withdrawals, payments to so-called “consultants,” other transactions that appear to be personal expenses, and a series of other transactions. The Emergency Order requires Alexander to explain each of these transactions in detail. Alexander merely provides the following explanation:



This is obviously deficient. This does not explain the reasons for the transactions, the recipients of these transactions, and an explanation as to why Alexander has not returned to the Debtors these 75 Bitcoin or the proceeds derived from the liquidation.

Alexander's description is equally deficient concerning his January 16 and 17, 2021 liquidation of 100 of Cred's Bitcoin. Alexander has provided certain bank records and Coinbase account records reflecting a massive liquidation of Bitcoin, followed by significant cash withdrawals, payments to "consultants," payments for trips, payments for other expenses that appear to be personal, and a series of other transactions. Nevertheless, Alexander merely states the following with respect to the liquidation and subsequent use of 100 Bitcoin:



These descriptions are deficient. This does not explain the reasons for these transactions or any of the subsequent transfers reflected in Alexander's bank statements.

Alexander has also not explained any of his significant cash withdrawals. We have identified over \$170,000 in cash withdrawals in just one of Alexander's Wells Fargo accounts. According to Alexander, that Wells Fargo Account was a "dedicated account" funded entirely by the liquidation of Cred's cryptocurrency. Nevertheless, Alexander does not explain any of these cash withdrawals in the Alexander Declaration or Supplemental Declaration.

Alexander must comply with the Emergency Order. This is not a mere discovery dispute. Alexander has not returned any of the proceeds from the liquidation of the 75 Bitcoin in July and August of 2020 and has returned only a portion of the proceeds from the liquidation of 100 Bitcoin in January 16 and 17, 2021.

The Committee demands a supplemental declaration containing the following by **March 24, 2021:**

1. Identify in detail all cryptocurrency and fiat transactions traceable to Cred,<sup>2</sup> including (1) the date of each transaction; (2) the amount of each transaction; (3) the reason for each transaction; (4) the name and address of the natural person or entity receiving each transaction; and (5) the current location of the proceeds of each transaction.
2. Identify in detail all cryptocurrency and fiat transactions related in any way to the July and August 2020 liquidation of 75 Bitcoin and all proceeds derived therefrom, including (1) the date of each transaction; (2) the amount of each transaction; (3) the reason for each transaction; (4) the name and address of the natural person or entity receiving each transaction; and (5) the current location of the proceeds of that transaction.
3. Identify in detail all cryptocurrency and fiat transactions related in any way to the January 16 and 17, 2021 liquidation of 100 Bitcoin and all proceeds derived therefrom, including (1) the date of each transaction; (2) the amount of each transaction; (3) the reason for each transaction; (4) the name and address of the natural person or entity receiving each transaction; and (5) the current location of the proceeds of that transaction.
4. Identify in detail all transactions in the “dedicated” Wells Fargo Account (9285) and any other bank account, cryptocurrency exchange account, or digital wallet which received any of the proceeds of any sales of Cred cryptocurrency or other assets, including (1) the date of each transaction; (2) the amount of each transaction; (3) the reason for each transaction; (4) the name and address of the natural person or entity receiving each transaction; and (5) the current location of the proceeds of that transaction.

**B. Alexander Has Failed to Produce Records of Known Accounts Held By Financial Institutions**

The Committee knows Alexander has failed to produce bank records from known bank accounts. 41 days after the Committee served its document requests pursuant to the Emergency Order seeking account statements and other information about Alexander’s personal bank accounts, his response is simply “Alexander will provide remaining bank statements.” (*See* Alexander Responses to Phase Two Discovery Requests and Interrogatories, Response to Request 2.) Alexander needs to produce account statements and other information for all bank accounts that he owns or has access to by **March 24, 2021**.

<sup>2</sup> Alexander may limit these descriptions to transactions that exceed \$500 USD.

As you know, the Committee sent Alexander comprehensive discovery requests and interrogatories on February 5, 2021. The Committee also followed up on February 24, 2021 with a detailed email explaining that Alexander had failed to provide bank statements and other information concerning his personal bank accounts.<sup>3</sup> As explained in the February 24, 2021 email, certain of these bank accounts received the proceeds of the liquidation of Cred Bitcoin. Alexander admitted during his deposition that at least one Wells Fargo bank account that he has not produced received the proceeds of the 75 Bitcoin he liquidated in July and August of 2020. (Alexander Dep. Tr. at 104.) During the deposition, with respect to that Wells Fargo account, counsel stated “I will note for the record that information will be provided pursuant to the part two discovery that has been requested.” (Alexander Dep. Tr. at 104.) However, Alexander still has not produced documents concerning that account or any other of his accounts. The Committee has also identified other bank accounts in the Alexander Schedules that he has yet to produce.

Alexander has also produced sparing productions related to his cryptocurrency exchange accounts. The Committee has merely received “transaction history reports” from Alexander’s Coinbase accounts. These reports do not reflect any fiat transactions or show how Alexander funded these accounts. Coinbase is a financial institution that maintains comprehensive records for every account, including records of all fiat transactions. Similarly, Alexander merely provided one excel file concerning his LedgerLive wallet. The Committee is also aware that Alexander maintains accounts with DAI, but he has not produced any records concerning those accounts. Alexander is required to produce all records concerning all of his accounts held at cryptocurrency exchanges and digital wallets.

Accordingly, the Committee demands that Alexander produce the following by **March 24, 2021:**

1. All account statements, records, documents, and correspondence concerning all accounts at financial institutions that Alexander owns or has access to. This request pertains to any and all bank accounts, cryptocurrency exchange accounts, digital wallets, and accounts with any cryptocurrency or blockchain company which Alexander has had access to in the last 24 months.
2. All account statements, records, documents, and correspondence concerning the following bank accounts:
  - a. The Wells Fargo account that transferred \$500,000 into Alexander’s JP Morgan Chase Account (6006). (*See JP Morgan Chase (6006), July 31, 2020 Account Statement, at 10*)  
[REDACTED]

<sup>3</sup> Alexander produced some account statements for one Wells Fargo Account (9285), one DIP account, and one J.P. Morgan Chase account.

- [REDACTED]
- b. The Alexander Custom Management bank account – This account received the “salary,” the \$100,000 “prepaid salary,” and a series of other bank transfers from the “dedicated” Wells Fargo account (9285). (*See* Alexander Dep. Tr. at 43 (“Q. There was \$100,000 transferred out of this account on February 4<sup>th</sup>, 2021 to an account held by Alexander Custom Management. The Account Alexander Custom Management is owned and controlled by you, right? A. Yes.”)).
- c. Wells Fargo Account (1923). (*See* Alexander Schedules at 6.)<sup>4</sup>
- d. Wells Fargo Account (2155). (*See* Alexander Schedules at 6.)
- e. “Other Wells Fargo.” (*See* Alexander Schedules at 7.)
- f. DIP Wells Fargo Account (0816). (*See* Alexander Schedules at 6.)

**C. Alexander Simply Refers to his Personal “Bankruptcy Schedules” in Response to Interrogatories and Document Requests, but his Bankruptcy Schedules are Demonstrably Incomplete**

Alexander does not substantively respond and just refers to the “bankruptcy schedules” for 25 of 28 interrogatories and 10 of 17 document requests. This is insufficient for a number of reasons. Perhaps the most important reason is the fact that Alexander’s Schedules are demonstrably incomplete.

For example, on Alexander’s Schedules on Official Form 106A/B, Alexander lists that he has “0” cash in his possession. Alexander testified that he had \$60,000 in the trunk of his car on February 9, 2021. We have also identified significant repeated cash withdrawals from the “dedicated” Cred Wells Fargo bank account of over \$170,000. You represented that Alexander has transferred all cash in his possession to his Debtor in Possession bank account (the “DIP Account”). But we have received a copy of the account statement from the DIP Account and there are no such cash deposits. Alexander withdrew a significant amount of cash and his simple reference to the Alexander’s Schedules which list “0” cash is plainly insufficient.

As another example, Alexander stated that all cryptocurrency, cryptocurrency accounts, and digital wallets that he owns or has access to are set forth in the Alexander Schedules. But Alexander’s Schedules list zero cryptocurrency accounts and no digital wallets. This too is false. Alexander maintains at least two (and likely more) Coinbase accounts, Alexander owns at least one “off-exchange” ledgerlive wallet, and Alexander maintains a DAI account. Alexander only discloses in the Alexander Schedules that he controls one Bitcoin and some LBA tokens. The Committee knows that Alexander has other cryptocurrency in his ledgerlive wallet and that he

<sup>4</sup> The schedules that Alexander submitted in connection with his personal bankruptcy will be referred to herein as the “Alexander Schedules.”

has other cryptocurrency including Ethereum and DAI. The Committee strongly suspects that Alexander controls other cryptocurrency that he has not disclosed.

Alexander has also not provided other basic information that the Committee requested. This includes personal financial statements and any applications he has made in connection with mortgage lenders and other credit applications.

The Committee demands the following by **March 24, 2021**:

1. Produce documents responsive to the Committee's document requests, without reference to the Alexander Schedules.
2. Respond to the Committee's interrogatory responses, without reference to the Alexander Schedules.

**D. Alexander Provided Unmarked Documents Without any Explanation**

Alexander produced some unmarked documents the night before the contempt hearing. They appear to reflect some transactions. Alexander produced unmarked .pdfs, which do not appear to be bank records, and do not contain headers, footers, or other identifiers. We requested an explanation about what these documents are on March 17, 2021. Please explain what these documents are by **March 24, 2021**.

\* \* \*

As you know, the Committee is aggressively pursuing Alexander's compliance with the Emergency Order. As directed by Judge Dorsey, the Committee will be seeking relief from the United States District Court for the District of Delaware. The Committee demands compliance by **March 24, 2021**. This request is without prejudice to all other rights and remedies. In connection with this submission, the Committee reserves all rights and waives none.

Sincerely,



Timothy W. Walsh

CC: Darren Azman (dazman@mwe.com)  
Joseph Evans (jbevans@mwe.com)

# Exhibit I

Redacted: Pages 865 - 1511

# Buchanan

Ingersoll · Rooney

Geoffrey G. Grivner  
302 552 4207  
geoffrey.grivner@bipc.com

919 North Market Street, Suite 990  
Wilmington, DE 19801-3036  
T 302 552 4200  
F 302 552 4295

March 30, 2021

**VIA ELECTRONIC MAIL**

Timothy W. Walsh  
Partner  
McDermott Will & Emery LLP  
340 Madison Avenue  
New York, New York 10173-1922  
Tel: (212) 547-5837  
Fax: (212) 547-5444  
Email: [twwalsh@mwe.com](mailto:twwalsh@mwe.com)

**Re: *In re Cred Inc., et al.*, No 20-bk-12836 (Bankr. D. Del.)**

Dear Timothy:

I write on behalf of James Alexander (“Mr. Alexander”) in response to your March 21, 2021 letter (the “Letter”) on behalf of the Official Committee of Unsecured Creditors in the above-referenced action. We have conferred with our client and have obtained further information to supplement Mr. Alexander’s prior productions and submissions based on your Letter. Enclosed herewith, please find:

- A Second Supplemental Declaration of James Alexander, providing further information as to the July 1-16, 2020 and January 16-17, 2021 transactions;
- A supplemental production of documents including:
  - Account statements from June 2019 through January 2021 for Mr. Alexander’s JP Morgan Chase Bank, N.A. account ending x6006;
  - Account statements from August 2020 through February 2021 and a Check Register for Mr. Alexander’s Wells Fargo Business Choice Checking account (dba James Alexander Cred) ending x9285;

March 30, 2021

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- Account statements from June 2019 through February 2021 and a Check Register for Mr. Alexander's Wells Fargo Custom Management Checking account ending x1923;
- Account statements from February 2021 for Mr. Alexander's Wells Fargo Everyday Checking account (Debtor in Possession Ch 11 Case 12-10214 (CCA)) ending x0816;
- Account statements from June 2019 through February 2021 for Mr. Alexander's Wells Fargo Business Everyday Checking account ending x2155;
- Account statements from July 2020 through February 2021 for Mr. Alexander's Wells Fargo Way2Save Savings account ending x6552;
- A screen shot of Mr. Alexander's Bittrex account;<sup>1</sup> and
- Screen shots of Mr. Alexander's Coinbase account.

In your Letter, you requested additional documentation related to Mr. Alexander's Coinbase account, apart from the transaction reports that were provided in connection with Mr. Alexander's initial production of documents. I understand that the Coinbase transaction reports that have already provided are complete records as to all transactions that occurred in the Coinbase accounts. As such, there are no additional documents to be provided related to that account.

Your Letter also requested additional documentation related to Mr. Alexander's LedgerLive wallet, apart from the transaction reports provided in connection with Mr. Alexander's initial production of documents. I understand from Mr. Alexander that the file called "ledgerlive-operations-2021.02.07.csv" provided to you on February 7, 2021 is the complete record of all transactions that occurred on the Hardware Wallet.<sup>2</sup> Additionally, any transaction that occurred in the Hardware Wallet is publicly available through <https://etherscan.io/> ("Etherscan") which allows for verification of all transactions provided in the Hardware Wallet. The Official Committee is also in possession of the Seed Phrase that allows control of the Hardware Wallet and which would enable them to perform any operation. Since providing this seed phrase around February 7, Mr. Alexander no longer has unique control of the Hardware Wallet and anybody in possession of the

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<sup>1</sup> As I believe was noted previously, Mr. Alexander's Bittrex account has been disabled for several months. Efforts are ongoing to get the account re-enabled. As soon as the assets are available, the LBA will be transferred to the Debtor and the BTC will be transferred to the California Bankruptcy Trustee.

<sup>2</sup> LedgerLive is an "app" that links to the Hardware Wallet. LedgerLive transactions are only possibly through the Hardware Wallet.

March 30, 2021

Page - 3 -

Seed Phrase could undertake any transaction in this Hardware Wallet. The Blockchain and crypto transactions offer publicly verifiable and complete transparency.

Your Letter further requested documentation related to Mr. Alexander's accounts with DAI. I understand from Mr. Alexander that DAI is a stable coin which would be an asset in the Coinbase or LedgerLive accounts. As noted above, the complete transactions histories for Coinbase and Ledger accounts have been provided. Any DAI transactions would be captured in the transaction histories and can be verified publicly through Etherscan. Although already referenced in the Coinbase accounts, there is a Coinbase wallet linked to a Coinbase account. For clarity, the publicly-available data related to this wallet can be accessed at: <https://etherscan.io/address/0xb390258d2b0c9e384014a9108366786aec334fc3>. This provides an example of how any transaction can be publicly reconciled within the Coinbase or Hardware Wallet.

Your Letter also requested clarification as to certain PDFs produced to you on March 16<sup>th</sup>. These documents produced in PDF format to you were provided to me by Mr. Alexander as Excel files titled "Checking3", "Checking3 (1)", and "Checking3 (2)". Mr. Alexander has explained to me that these documents are .csv records of all activity in Mr. Alexander's Wells Fargo Custom Management Checking account ending x1923. These PDFs previously provided are supplemented by the statements provided herewith, as noted above.

Further, your Letter requested further supplementation of Mr. Alexander's Declaration. Enclosed herewith please find a Second Supplemental Declaration of James Alexander which elaborates on the July 1-16, 2020 and January 16-17, 2020 transactions as well as the status of the \$60,000 cash Mr. Alexander disclosed in the February 9, 2021 deposition. If you have questions related to any individual expenses from the liquidated bitcoin (listed in the Wells Fargo "dba Cred Capital" account ending x9285), these should be specified.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully submitted,

*/s/ Geoffrey G. Grivner*  
Geoffrey G. Grivner, Esq.

Cc: Darren Azman (*via* E-Mail)  
Joseph B. Evans (*via* E-Mail)  
Mark Pfeiffer (*via* E-Mail)  
James Alexander (*via* E-Mail)

# Exhibit J

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:  
  
CRED INC., *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
Case No. 20-12836 (JTD)  
Jointly Administered

**NOTICE OF TRANSFER OF ASSETS**

PLEASE TAKE NOTICE THAT, at the direction of the Court following the hearing on February 5, 2021, James Alexander transferred the identified Bitcoin and USD stablecoin to Debtors' representative pursuant to the instructions received from those representatives, except for a small amount of additional cryptocurrency that he and the Debtors' representative were unable to transfer for technical reasons. The parties agreed to revisit this issue and Mr. Alexander remains committed to effectuating the transfer of this cryptocurrency at the earliest possible moment.

Respectfully submitted,

**BUCHANAN INGERSOLL & ROONEY PC**

/s/ *Geoffrey G. Grivner*  
Geoffrey G. Grivner (#4711)  
919 North Market Street, Suite 990  
Wilmington, DE 19801  
Telephone: (302) 552-4200  
Facsimile: (302) 552-4295  
Email: geoffrey.grivner@bipc.com

*Attorneys for James Alexander*

Dated: February 6, 2021

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<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: Cred Inc. (8268), Cred (US) LLC (5799), Cred Capital, Inc. (4064), Cred Merchant Solutions LLC (3150), Cred (Puerto Rico) LLC (3566). The Debtors' mailing address is 3 East Third Avenue, San Mateo, California 94401.